

## SOLICITATION, OFFER AND AWARD

THIS CONTRACT IS A RATED  
OFFER UNDER DPAS (15 CFR 350)

Do-09

PAGE

1 OF 2

2. CONTRACT NO.

NAS 9-03059

3. SOLICITATION

9-BJ-V63-03-01P

4. TYPE OF SOLICITATION

- ☐
- SEALED BID (IFB)
- 
- ☒
- NEGOTIATED (RFP)

5. DATE

10-1-03

6. REQUISITION/PURCHASE NO.

See Page A-1a

7. ISSUED BY

NASA JSC

Attn: SEB Fran Mahan  
2101 NASA Road 1  
Houston, Texas 77058

CODE

8. ADDRESS OFFER TO (Other than Item 7)  
Same as Block 7APPROVED  
  
JSC PROCUREMENT  
OFFICER  
Sept 24, 2003

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

## SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received ONLY by hand early at NASA/JSC Space Center Blvd, SEB Building no later than 4 p.m., c.d.s.t., on July 7, 2003. (Must arrive at Gate 4, Guard Post no later than 2:00 p.m. or deliveries are refused)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.214-8. Offers are subject to all terms and conditions contained in this solicitation.

10. FOR

INFORMATION  
CALL:

A. NAME

Fran Mahan

B. TELEPHONE NO. (NO COLLECT CALLS)

AREA CODE

281

NUMBER

244

EXT.

5840

C. EMAIL ADDRESS

sfssec@ems.jsc.nasa.gov

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## OFFER (Must be fully completed by offeror)

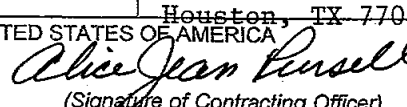
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION).								
			AMENDMENT NO	DATE	AMENDMENT NO	DATE		
			1	06/12/2003	2	06/18/2003		
For offerors and related documents numbered and dated:			3	06/19/2003	4	09/08/2003		

15. NAME AND ADDRESS OF OFFEROR	CODE	OXBY6	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Muñiz Engineering, Inc. 16903 Buccaneer Lane, Suite 200 Houston, Texas 77058				Kari Balusek, Director, Contracts and Procurement
15B. TELEPHONE NO. (Include area code) 281.283.6079	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER	17. SIGNATURE		18. OFFER DATE
	<input checked="" type="checkbox"/> SUCH ADDRESS IN SCHEDULE			09/16/2003

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$15,905,046	21. ACCOUNTING AND APPROPRIATION See Page A-1a
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)	ITEM G-3
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY Financial Services Branch NASA Johnson Space Center 2101 NASA Parkway Houston, TX 77058
26. NAME OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 9/19/03

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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The following funds are obligated:

PR Number	Project WBS	Amount
4200032301	72-090-21-10	\$ 710,410.86
4200032303	72-323-75-AC	80,000.00
4200032304	72-792-10-NA	200,000.00
4200033137	72-090-21-10	57,499.00
TOTAL		\$1,047,909.86

Contract Funding:

Cost			
Award			
Total	0	\$1,047,909.86	\$1,047,909.86

Contract Value:

This Action:

Cost: \$15,008,768.43

Fee: 896,278.01

Total: \$15,905,046.44

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PART I – THE SCHEDULE

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SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

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**B.1 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)**

**B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is **\$15,118,528.82**. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through **September 1, 2006**.

(b) An additional amount of **\$841,211.00** is obligated under this contract for payment of fee."

(End of clause)

[END OF SECTION]

**PART I - THE SCHEDULE**

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**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

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**B.1 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)****B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$988,780.77. This allotment is for safety and fire services and covers the following estimated period of performance: \_\_October 1, 2003\_\_, to \_\_December 26, 2003\_\_.

(b) An additional amount of \$59,129.09 is obligated under this contract for payment of fee.

(End of clause)

[END OF SECTION]

# **Section C**

## **Statement of Work**

## PREFACE

### P.1 Purpose

This contract provides safety and fire services to support the National Aeronautics and Space Administration's (NASA) Johnson Space Center (JSC) in accomplishing its institutional safety program objectives. Major areas are safety, fire protection, emergency planning and response, training, maintenance of fire protection systems, and special projects. The contractor will specifically support the JSC Safety and Test Operations Division whose mission is to help line management and employees in reducing and preventing injuries to NASA personnel and damage to NASA equipment.

### P.2 Work Environment

The primary work areas for this contract are aerospace facilities at the NASA Johnson Space Center, Houston, Texas, and related operations at Ellington Field (EF), Houston, Texas, and Sonny Carter Training Facility (SCTF), Houston, Texas. Intermittent support may be required at other sites for which JSC has responsibility such as the Forward Operating Location (FOL), El Paso, Texas; and the White Sands Test Facility, Las Cruces, New Mexico; and other continental United States sites. Safety support may also be required at locations where JSC has interests such as offsite contractor locations, other NASA centers, and non-NASA locations (both foreign and domestic).

Much of the work under the contract will be performed in an office environment on-site at JSC. The nature of the work however, shall require contractor personnel to enter other work areas such as laboratories, hazardous facilities, and machine shops. Contractor personnel shall interface directly with other JSC personnel, including senior management and contractor personnel.

### P.3 Scope

It is a NASA priority to avoid loss of life, personal injury or illness, property loss or damage, or environmental harm and to follow all applicable federal, state, and local regulations. At JSC, safety and health is the responsibility of both line management and employees. The Safety and Test Operations Division with support from the Safety and Fire Services (SFS) Contract provides guidance and help as needed, ensures that line management is fulfilling its safety responsibilities, and maintains JSC fire protection systems. Work includes consultation, audits, surveys, inspection, training, management reviews, engineering analysis, and other safety related documentation. The contractor shall direct that imminent hazards be made safe immediately or stop the work in progress.

The following are the major functional areas of this contract (not in priority order):

- Management
- Engineering Analysis and Support
- Verification Audits and Inspections
- Mishap Investigation
- Safety Awareness, Training and Motivation
- Emergency Action Services

- Fire Protection Systems Maintenance Services
- Safety Information Management
- NASA Safety Training Center
- Safety Program Development and Evaluation
- Test Safety Support
- Control, Track, and Issue Lockout/Tagout Equipment

#### P.4 Other relevant programs

The contractor shall interface with the following:

- Occupational Health and Human Test Support Office
- OSHA Voluntary Protection Program (VPP)
- JSC Quality Management System
- JSC Environmental Management System
- Test Safety (until Test Safety becomes part of the contract)
- Houston Fire Department
- Center Operations Directorate
- NASA Contractors

#### P.5 Definitions and Acronyms

See Section J, Attachment J-1 for definitions of terms and acronyms used in this Statement of Work (SOW).

### 1.0 Management

The contractor shall document its approach to organizing and managing the work on the contract in a management plan to be approved by NASA. The plan shall be traceable to the SOW provisions and address the items described in DRD #2. Once the plan is approved, the contractor shall follow the plan in managing the contract and update the plan, with NASA approval, as necessary.

#### 1.1 General Requirements

The contractor shall:

- a) Verify that JSC line organizations and contractors are following applicable Occupational Safety and Health Administration (OSHA) and Voluntary Protection Program (VPP) requirements, and other applicable federal, state, local, NASA, and JSC requirements.
- b) Immediately inform the Contracting Officer's Technical Representative (COTR) when the contractor has directed that work be stopped due to imminent hazards.
- c) Immediately inform the COTR when a dispute over safe designs or safe practices between the SFS contractor and another JSC organization or contractor has arisen or is expected.
- d) Represent the Safety and Test Operations Division in a professional manner and work as a team with JSC line organizations, contractors and emergency response personnel.
- e) Provide line management and workforce with information, tools, metrics, and knowledge to maintain and foster a safe work environment.
- f) Ensure JSC line management and employees are aware of hazards and safe practices and bring any non-conformances to the attention of the COTR.

- g) Provide accurate and timely guidance and feedback to JSC line organizations and contractors as required in various sections of this SOW.
- h) Recommend innovative solutions to safety problems and efficiency improvements to safety processes.
- i) Document key SFS contractor processes and maintain records.
- j) Meet established schedules.
- k) Submit written management reports as required by the Data Requirements List (DRL) and associated DRD's in Section J, Attachment J-2.

## 1.2 Safety and Health

The contractor shall ensure the protection of its personnel, property, equipment, and the environment in its products and activities under the contract. To ensure compliance with pertinent NASA policies and requirements and federal, state, and local regulations for safety and health, environmental protection, and emergency preparedness, the contractor shall develop and implement a safety and health program as described in DRD #3, Safety and Health Plan, as approved by NASA. The contractor shall develop and implement risk management techniques (including risk assessment) for the purpose of eliminating or controlling hazards as specified in NASA policies and requirements for hazard reduction.

## 1.3 Quality Management

The contractor shall establish and maintain a Quality Management System (QMS) that meets ANSI/ISO/ASQC Q9001-2000. The contractor is not required to become ISO certified. The QMS shall address the following tasks as described in the statement of work:

- Test Safety
- Fire Protection Systems design, installation, checkout, and maintenance.

For all other tasks, the contractor shall meet the JSC Quality Management System. The contractor shall also develop a quality plan specifically for this contract as described in DRD # 4 and the following applicable documents:

- ANSI/ISO/ASQC Q9001-2000,\* *Quality Management Systems-Requirements*
- JPG 1700.1, *JSC Safety & Health Handbook*
- JPG 5335.3, *Quality Manual*

## 1.4 Personnel Qualifications and Certification Requirements

The contractor shall maintain personnel and company certifications described below. The contractor shall establish and operate a thorough training and certification program for its employees. Contractor personnel shall understand the critical nature of unique space flight hardware, aerospace (including astronaut) training and testing facilities, and space flight ground support facilities at JSC. The contractor shall have at least one member of its key personnel who is registered as a Certified Safety Professional or as a Professional Engineer in the state of Texas. Contractor personnel shall meet all applicable federal, state, local, NASA, and JSC certification requirements for any work on this contract.

The contractor's personnel training and certification program shall cover these specific areas as a minimum:

1.4.1 ***Emergency Action Personnel.*** Personnel assigned to emergency action duties shall have training in the basic areas of fire department operations before serving on active duty. The contractor shall have enough trained emergency action personnel to respond to emergencies at JSC.

1.4.2 ***Safety and Fire Protection Engineers*** shall be familiar with their assigned facilities and laboratories, and receive training for specific areas as required. Fire Protection Engineers shall be proficient in current National Fire Protection association (NFPA) Codes, OSHA Standards and Procedures, Risk Management, and Hazard Analysis. Safety Engineers shall be proficient in OSHA Standards and Procedures, Risk Management, System Safety, Hazard Analysis, Failure Modes and Effects Analysis (FMEA's), Integrated FMEA's, Fault Tree Analysis, and Hazards & Operability Studies (HAZOPS), and have knowledge of NFPA Codes.

1.4.3 ***Maintenance Technicians*** shall be trained on each system they are required to maintain including the functional operations of the systems and components and preventive maintenance procedures. Technicians shall be certified under the fire alarm rules and regulations for the State of Texas, as defined by the Texas Insurance Code and the Texas Commission on Fire Protection. The contractor shall be certified by the Texas Commission on Fire Protection for this maintenance work.

1.4.4 ***Test Safety Officers*** shall be trained in general test safety and in specific test operations they will monitor. Test Safety Officers shall be certified under Unique Work Instruction NS-OHS-003, *Training and Functions of Test Safety Officers*.

## 1.5 Applicable Documents

The latest versions, as of contract start date, of the following documents, policies, and standards apply to the work in this SOW:

- a) JSC Procedures and Guidelines – JPG 1700.1, *JSC Safety and Health Handbook*, and all documents it references.
- b) JSC 05900, *Emergency Preparedness Program*
- c) JPG 5151.2, *JSC Support Contractor Procedures and Guidelines*
- d) Policies and standards of the following authorities:
  - NASA and JSC
  - Occupational Safety and Health Administration (OSHA)
  - National Fire Protection Association (NFPA)
  - American Society of Mechanical Engineers
  - American Society of Safety Engineers
  - Appropriate recognized industry standards such as American National Standards Institute

The order of precedence is federal, state, local, NASA, then JSC requirements.

## 2.0 Engineering Analysis and Support

Engineering analysis and support involves participating in JSC review teams to cover the tasks below. The tasks below define the technical range of contract effort to ensure that applicable federal, state, local, NASA, and JSC requirements and standards for safety and fire protection are identified and implemented and that hazards are controlled in facilities, systems, and operations. The SFS contract provides the primary source of fire protection engineering and guidance at JSC. Work under this section may range from entire buildings to specific systems and components in a building, both permanent and temporary and includes interfaces with nearby facilities and operations. It covers all phases of facility or system life to include design, construction, operation, and shutdown. It requires reviewing and approving related documentation, including but not limited to drawings, procedures, hazards analysis, and failure modes & effects analyses.

Major technical reviews and assessments typically include milestone reviews of new or modified major facilities and operations. Minor technical reviews and assessments are on the scale of locations of fire proof cabinets and simple bench-top scale test stands or production units.

The contractor shall:

- a) Ensure all safety and fire issues are identified, documented, corrected either by the contractor, or by the JSC line organizations involved, and tracked to closure.
- b) Analyze design and operations documents, such as drawings, specifications, and procedures, using traditional engineering analysis techniques and specialized safety engineering analysis techniques such as hazard analyses.
- c) Meet customer review and support schedules.
- d) Coordinate with the Center Operations Directorate, building occupants, and other JSC line organizations (including contractors) to ensure a complete review. The contractor shall be part of the "review team" and be an active participant throughout the design and construction, build up, and operation phases.
- e) Coordinate possible occupational health issues with the Occupational Health and Human Test Support Office.
- f) Provide feedback to customers in formats that meet specific customer requirements. As a minimum, these reports should identify the discrepancy or finding, recommendations for correction, and supporting rationale.
- g) File copies of analysis reports in the building files (see SOW section 8.0, Safety Information Management).
- h) Document analysis and support processes as described in JSC Quality Management System requirements.

Under Engineering Analysis and Support, the contractor shall perform the following specific tasks and sub-tasks:

## 2.1 Assess JSC Facility and Equipment Designs to Identify Safety and Fire Protection Issues.

This task consists of the following sub-tasks:

**2.1.1 *Ensure safety and fire protection requirements and hazards are addressed during design reviews and contained in design documentation.*** The contractor shall provide detailed safety engineering analyses of plans and specifications of new or modified facilities and systems to include fire protection as described in Tasks 2.4 and 2.5 below. JSC projects typically involve a series of design reviews, such as 30%, 60%, and 90% of design completion. The design reviews

shall consider the need for safety and fire protection requirements in the design, construction, operation and maintenance of systems and facilities.

**2.1.2 Assess facility and equipment change requests for safety and fire protection issues.** The contractor shall provide safety engineering analyses of facilities and equipment change requests to include fire protection as described in Tasks 2.4 and 2.5 below.

**2.1.3 Support readiness inspections and reviews for facilities.** The contractor shall:

- a) Support meetings such as Operational Readiness Inspections (ORIs) and User Readiness Reviews (URRs) for hazardous, critical, or unique JSC facilities.
- b) Ensure the review committee is aware of all safety issues and possible resolutions.
- c) Attend URRs and ORIs and approve the facility for operation by signature and after all safety issues are properly addressed, unless directed otherwise by the COTR.

## **2.2 Assess Construction Operations to Identify Potential Safety Issues.**

Provide reviews, coordination, and consultation as necessary to ensure construction operations meet applicable federal, state, local, NASA, and JSC requirements throughout the construction phase. The contractor shall:

- a) Support pre-construction activities such as preparatory inspections, risk assessments of project tasks to identify areas of focused surveillance (to be approved by Center Operations, the Safety and Test Operations Division, and the Contracting Officer's Technical Representative), and reviews of project-specific safety and health plans.
- b) Develop, implement, and maintain a focused surveillance plan based on project safety risk as part of an overall surveillance plan approved by the Safety and Test Operations Division.
- c) Provide safety training to contractor personnel.
- d) Support tailgate meetings as a means to reinforce NASA's emphasis on safety with the construction contractor's workforce.
- e) Review redline drawings for safety issues involved with the project's end items.
- f) Conduct or support mishap investigations as described in Section 4 of this SOW.

## **2.3 Assess crane operations.**

The contractor shall:

- a) Provide technical reviews and assessments of cranes and crane operations to ensure lifting hazards are controlled. Unique NASA requirements include JPG 1700.1, Chapter 8.5; JSC Policy Directive – JPD 1740.1, *JSC Material Handling Policy*; and NASA-STD-8719.9, *Standard for Lifting Devices and Equipment*.
- b) Approve critical lift plans, hazard analyses, and contractor-furnished lift equipment as appropriate.

## **2.4 Assess fire protection equipment designs.**

Unique NASA requirements include JPG 1700.1, Chapter 5.1 and NASA-STD-8719.11, *Safety Standard for Fire Protection*. The contractor shall:

- a) Ensure that proposed and existing fixed and portable fire protection equipment and fire detection and alarm systems meet applicable code requirements; specifications; recognized fire protection engineering standards and practices; and requirements associated with unique

- hazards such as the fire characteristics of oxygen-enriched and micro-gravity environments consistent with NASA requirements for facilities and associated space flight programs.
- b) Identify non-conformances to the responsible organization and to the COTR.

## 2.5 Conduct fire protection surveys and studies.

The contractor shall:

- a) Review proposed facility construction, modification of existing facilities, and installation and modification of JSC systems to identify fire risks and ensure risks are eliminated or controlled to an acceptable level. This shall address structures, facility and system configurations, hazardous operations, and aerospace program-unique systems.
- b) Provide results as described in DRD #5, Safety and Fire Protection Surveys.

## 2.6 Assess Explosives Safety.

The contractor shall review facilities, operations, and programs involving explosive devices and propellants for safety issues to support both institutional and space flight programs. Unique NASA requirements include JPG 1700.1, Chapter 9.5 and NASA Safety Standard – NSS 1740.12, *Explosives Safety*.

## 2.7 Provide Safety Guidance.

The contractor shall provide accurate and timely safety guidance and information to other JSC personnel or organizations as requested. Documentation may be via electronic mail or other format agreeable to the requestor.

## 3.0 Verification Audits and Inspections

Inspect JSC buildings for hazards and assess the status of the JSC Safety Program as an ongoing activity. Audits and inspections may be combined in a single activity. The contractor shall:

- a) Complete a full review of the JSC Safety Program each fiscal year.
- b) Inform the COTR within one week of discovering any significant item that results from this activity as needed to ensure an appropriate level of awareness.
- c) Provide a summary of the year's results as described in DRD# 6, Annual Safety Program Audit Report
- d) Immediately inform facility management of Risk Assessment Code (RAC) 1 and 2 findings from inspections that require immediate management attention to mitigate hazardous conditions or stop work.
- e) Ensure that deficiencies are corrected in a timely manner. See Task 3.3.
- f) Update records of verification activities in building files within one week of completing an audit or inspection. See sub-task 8.1.7.

Under Verification Audits and Inspections, the contractor shall perform the following tasks and sub-tasks:

### 3.1 Audit compliance with JSC's Safety and Health Program.

Assess the compliance of JSC's organizations (including support contractors working onsite at

JSC) with the JSC Safety Program and federal, state, and local safety and health regulations. As representatives of the Safety and Test Operations Division, the contractor shall direct that imminent hazards be made safe immediately or stop the work in progress. The contractor shall assess the following specific items as a minimum:

- a) Administrative and leadership activities to implement the safety and health program in accordance with JPG 1700.1, Part 1. Activities may include safety and health committees or other processes to manage safety and health. The contractor shall verify that each directorate and contractor is adequately managing safety and health to include risk management activities.
- b) Employee involvement and awareness to verify that the organization's employees are participating in safety activities and tasks with safety implications such as training requirements, compliance, motivation and awareness, in accordance with JPG 1700.1, Chapter 1.9. The contractor shall verify that employees know the hazards they are exposed to and how they are to be handled during the course of work.
- c) Worksite analyses, which includes an organization's self-inspections and analyses to identify safety and health risks in their facilities and operations in accordance with JPG 1700.1, Part 2. The purpose is to assess proactive performance of organizations and their contractors in identifying hazards and correcting them. The contractor shall verify that buildings are completely inspected quarterly, hazard analyses are done and reviewed as required, and hazards are tracked to completion.
- d) Hazard prevention and control to include hazard correction tracking, hazard control programs (such as lockout/tagout and confined space), and preventive maintenance in accordance with JPG 1700.1, Part 3. It also includes reviewing operational procedures to ensure cautions and warnings and other means to alert employees of hazardous situations meet OSHA and JSC Safety Program requirements.
- e) Safety and health training in accordance with JPG 1700.1, Part 4. The contractor shall audit civil service and contractor training and certification to ensure safety and health training requirements are met.

### 3.2 Inspect facilities.

Inspect all facilities and operations for hazards including those identified and controlled or abated. The contractor shall:

- a) Inspect all buildings annually for fire and safety hazards.
- b) Stagger annual inspection schedules so that by the end of the fourth year, all buildings will have been inspected at least once per season.
- c) Bring health, environmental protection, and emergency preparedness hazards to the appropriate office if discovered. For example, bring health hazards to the attention of the Occupational Health and Human Test Support Office and emergency preparedness concerns to the attention of the Emergency Operations Office.
- d) Coordinate hazards with facility managers and hazard owners for correction during the inspection and via a written report within 15 calendar days of the inspection.

### 3.3 Report and track findings.

Report and follow up on safety discrepancies. Identify and assess whether proper actions to abate the discrepancies have been initiated. The contractor shall:

- a) Enter findings and corrective actions into the Hazard Abatement Tracking System (see sub-task 8.1.3 of this SOW) within 1 week of the inspection and track them until corrected.

- b) Provide inspection reports to the Facility Manager and other appropriate management within two calendar weeks of the inspection. This shall include discrepancies found and commendations for exemplary performance.

#### **4.0 Mishap Investigation**

For mishap investigation, first preserve mishap scenes and ensure all mishap evidence is secure. Second, ensure that mishaps and close calls are properly investigated and documented, appropriate actions are taken, and that lessons learned are published. The contractor shall ensure mishap investigations at JSC follow current JPG 1700.1, Chapter 2.7 and referenced documents.

Under mishap investigation, the contractor shall perform the following tasks:

- 4.1 Secure Mishap Scenes and Evidence immediately after a Type A or B mishap or when immediately notified of other mishaps or close calls.

The contractor shall support the Incident Commander and ensure that:

- a) The Safety and Test Operations Division is properly notified of mishaps and emergency situations as described in DRD #1, Management Reports.
- b) Pertinent evidence is immediately identified and secured for mishap investigations.
- c) The mishap scene is as undisturbed as possible -- allowing for necessary actions to rescue personnel and prevent further injury or damage.
- d) Initial witness statements are available and witnesses are identified for further interviews.
- e) The investigation board, team, or individual investigator receives custody of evidence.

- 4.2 Facilitate Mishap Investigation Teams for Selected Type C Mishaps and RAC 1 & 2 Close Calls.

The contractor shall:

- a) Guide the investigation team in determining root causes using established tools or processes, developing action plans to address the causes, and communicating lessons learned. The teams will usually include representatives from the mishap organization and other expertise as needed.
- b) Ensure the investigation results and action plans are adequate, properly documented, and tracked to closure.

- 4.3 Provide Guidance to Formal Mishap Investigation Boards.

The contractor shall provide guidance and information on investigation process or technical safety guidance to formal boards or lower-level investigations by line organizations. It may include serving as an Ex-officio member of a formal investigation board.

- 4.4 Provide Guidance on Mishap and Close Call Reporting and Follow-up.

The contractor shall provide accurate guidance on meeting NASA and JSC mishap and close call reporting requirements. Guidance may include interpreting reporting requirements and help in investigating lower-level mishaps. Written management reports may be required under DRD #1, "Management Reports."

#### 4.5 Investigate Safety Action Hotline Calls.

The contractor shall:

- a) Receive, log, and begin an investigation of each Safety Action Hotline report within 1 working day of receipt.
- b) Ensure imminent hazards are controlled.
- c) Find the causes of the problem and ensure actions are taken to address the causes if necessary.
- d) Provide feedback to the reporter on the status within three working days and of investigation results when investigation is complete.
- e) Track actions to closure.
- f) Maintain supporting documentation and related records.

#### 4.6 Replenish NASA Safety Reporting System (NSRS) and Close Call forms in building displays.

The contractor shall check NSRS and Close Call displays at least monthly and replenish forms when empty or when requested. The contractor may combine this activity with other inspections or walkthroughs.

### 5.0 Safety Awareness, Training, and Motivation - JSC Safety Learning Center

Develop, coordinate, and implement a safety training and awareness program for JSC (including NASA civil service and contractor personnel) consistent with JSC operations and structured to ensure employees receive instruction in a comprehensive, proactive mishap prevention program. Under Safety Awareness, Training, and Motivation, the contractor shall perform the following tasks:

#### 5.1 Operate a center for safety training for JSC civil service and contractor employees.

This includes training coordination and administrative support, teaching courses listed in the Core Course Inventory (see Section J, Attachment J-7) or as directed by the COTR, developing training courses when necessary to meet the needs of JSC employees, and maintaining records of Safety Learning Center activities. The Learning Center includes self-paced training opportunities for employees and a safety library with educational materials available for check-out. The training center shall be open during all normal Government workdays. The contractor shall:

- a) Maintain overall student course ratings of at least 80% (3.2 on a 4.0 scale).
- b) Ensure new courses meet objectives. Educational material shall reflect current OSHA, NASA, JSC requirements and practices. Courses shall require at least 2 reviews or pilot presentations before being entered into the Safety Learning Center curriculum.
- c) Maintain training records per paragraph 8.1.5.

Operating the training center includes the following sub-tasks:

##### 5.1.1 *Coordinate safety training.* The contractor shall:

- a) Schedule and coordinate safety, health environmental protection, and risk management courses and distribute schedules.

- b) Register students and maintain student records to include the Registrar Database (see paragraph 8.1.5).
- c) Order course materials.
- d) Support instructors.
- e) Maintain a neat and orderly classroom to support a good learning environment and provide administrative activities necessary to support the Learning Center.

5.1.2 ***Develop, present, and maintain safety training courses.*** The contractor shall:

- a) Teach courses listed in the Core Course Inventory (see Section J, Attachment J-7) or other special subjects as directed by the COTR and that meet the needs of JSC employees.
- b) Develop, maintain, and deliver new training courses to support the JSC safety program when the COTR directs.
- c) Maintain all course materials so that materials presented to trainees reflect up-to-date requirements, references, mandates, technologies, and related information as required.

5.1.3 ***Provide self-paced training.*** The contractor shall:

- a) Provide facilities and activities not offered in a classroom setting, for example, self-paced training such as through videos and associated training guides, which do not require an instructor to be present.
- b) Verify that self-paced training is legitimately completed. The courses to be offered include, as a minimum, the Kennedy Space Center (KSC) badge training videos and Emergency Life Support Apparatus, which are required before a KSC badge can be issued to JSC-based personnel.

5.2 Develop, coordinate, and implement safety awareness activities and campaigns.

Develop, coordinate, and implement safety awareness activities and campaigns aimed at motivating employees to be safe on the job and at home. The contractor shall perform the following sub-tasks:

5.2.1 ***Provide awareness products.*** The contractor shall provide short and long range campaign materials to motivate safety or prevent mishap in JSC operations, to include as a minimum:

- a) Design, produce, and distribute various electronic and hard copy publications to include the Safety and Total Health Newsletter and Star Spotlight.
- b) Develop specific products such as alerts, posters, newsletters, videos, announcements, and other routine awareness and motivational products, including associated media as directed by the COTR.

5.2.2 ***Conduct periodic safety awareness and motivation campaigns.*** The contractor shall:

- a) Develop plans and strategies for various campaigns including purchasing or publishing campaign materials. Specific products may vary due to factors such as seasonal cycles and NASA management emphasis and objectives from the contractor's strategic planning.
- b) Facilitate the awareness campaigns, as directed. Occasionally, the contractor may be directed to present or host such activities or material in a wide variety of media. Examples include Safety and Total Health Day, National Fire Prevention Week, and special topics such as the Spring Safety Fair.

5.3 Maintain a safety library.

The contractor shall:

- a) Maintain a library of safety references (especially references not available free to the public over the Internet), safety films, program learning material, and other educational material for checkout by JSC Civil Service and contractor personnel.
- b) Update the materials to reflect current requirements and practices.

## **6.0 Emergency Action Services**

Emergency action services include first aid, fire-fighting activities, rescue activities, or other activities as necessary to limit injury, death, environmental, or property damage. Emergency action coverage required is limited to JSC and the SCTF. Technical advisory support, on a non-emergency basis, may also be required for Ellington Field.

The contractor shall:

- a) Provide a 24-hour per day, 7 days per week, capability to respond to emergencies at JSC and SCTF.
- b) Provide services consistent with national consensus standards for emergency response - first responders. Emergency response shall be consistent with JSC 05900, *JSC Emergency Preparedness Program*, and approved contractor procedures.
- c) Identify and request any service, equipment, or help at JSC that might be required to reduce the impact of an emergency.
- d) Determine when to declare an emergency area safe and terminate the emergency, unless otherwise required by NASA JSC 05900, *JSC Emergency Preparedness Program* and approved contractor procedures.
- e) Provide Fire & Ambulance Response Reports to the COTR as described in DRD #7.

Under Emergency Action Services, the contractor shall perform the following tasks and sub-tasks:

### **6.1 Interface with the Houston Fire Department (HFD) at all JSC emergencies.**

Provide necessary interface with HFD to handle fire and safety emergencies where HFD responds. HFD will be in command at any declared emergency scene until the emergency is terminated. Center Operations and Security forces will also respond to provide help.

The contractor shall provide accurate information to HFD within 5 minutes of HFD's arrival at the scene. Information shall include, as a minimum, facility fire hazards, special hazards (such as explosion and toxicity), and fire alarm and suppression system status in the emergency area.

### **6.2 Coordinate with other JSC Emergency Response Organizations, Emergency Operations Center, HFD, and Mutual Aid.**

The contractor shall:

- a) Support memoranda of understanding (MOUs) and memoranda of agreement (MOAs) that NASA enters into with emergency response resources (such as HFD, and community fire and emergency response organizations) as necessary.

- b) Participate in emergency exercises with JSC emergency response organizations, HFD and community emergency response participants.

#### 6.3 Provide escorts for hazardous operations.

The contractor shall escort hazardous material transportation to include explosives and hydrogen operations and other hazardous operations as deemed necessary, excluding hazardous waste. Escorts shall ensure the transportation operations meet applicable safety requirements.

#### 6.4 Support JSC's Emergency Response Planning.

This includes supporting the JSC Emergency Planning Office in developing emergency response plans at JSC. The contractor shall:

- a) Coordinate fire-related revisions to JSC 05900, *Emergency Preparedness Program*.
- b) Support the implementation and maintenance of the JSC Emergency Information System (EIS) or its equivalent at the request of the JSC Emergency Planning Office.
- c) Maintain existing fire related emergency response plans for each JSC facility in support of JSC 05900, *Emergency Preparedness Program*, and develop a plan for any new facilities. Plans shall consider the unique hazards to personnel, property, and space flight operations. The contractor shall update plans within 30 calendar days after facility modifications are complete.

#### 6.5 Conduct and coordinate fire drills and other emergency drills.

This includes conducting and coordinating fire drills and participating in other types of emergency drills. The contractor shall:

- a) Determine the frequency and selection of drills annually.
- b) Evaluate the performance of building occupants during each drill and report the results to the COTR and to the cognizant facility manager.
- c) Meet the standards in NFPA 101, *Life Safety Code*; NASA-STD-8719.11, *Safety Standard for Fire Protection*, and JSC 05900, *JSC Emergency Preparedness Program* for the frequency and conduct of all drills.

#### 6.6 Complete Crew and Thermal Systems Division fire protection operational checklist.

The contractor shall thoroughly and accurately complete the checklist for chamber testing provided by the Crew and Thermal Systems Division.

#### 6.7 Coordinate the JSC Fire Warden Program.

The contractor shall support fire warden meetings and provide consultation and support to JSC fire wardens and facility managers as necessary. See JPG 1700.1, Chapter 5.1 for more information on JSC's fire warden program.

#### 6.8 Mitigate fire threats posed by fire protection system outages.

The contractor shall:

- a) Investigate the impact of maintenance and repair of fire protection systems to facility personnel and operations and coordinate actions to mitigate fire threats.
- b) Coordinate the results of the assessment and alternative measures such as fire watches, with facility managers or fire wardens before taking fire detection and suppression systems out of service, in whole or in part, for buildings which are occupied at any time during the fire detection system's unavailability.

## **7.0 Fire Protection Systems Maintenance Services**

The contractor is responsible for incidental maintenance and repair of fire detection and suppression systems at JSC, SCTF, and Ellington Field. "Incidental modification, maintenance and repair" consists of servicing systems in place, removal and replacement or repair of small components, and making minor adjustments for components and systems less than \$2000. The contractor shall maintain and operate a small repair shop at a facility provided by the government. Incidental maintenance and repair is typically small scale, such as detectors, sprinkler heads, circuit boards, alarm panels, or other small components of the fire suppression system.

The contractor shall:

- a) Repair fire detection and suppression systems to restore a system to an operating condition.
- b) Purchase equipment and manufacturers' technical support necessary to accomplish this task.
- c) Maintain access to critical spare parts through the JSC Logistics Division.
- d) Repair security systems that are tied to fire detection or suppression systems on an as-needed basis. No preventive maintenance is required.
- e) Develop and maintain procedures to accomplish the tasks below.
- f) Notify the COTR of JSC fire protection systems that do not meet applicable OSHA standards & NFPA Standards and, NAS-STD-8719.11, *Safety Standard for Fire Protection*.
- g) Follow applicable NFPA standards, Underwriters Laboratory Standards, Factory Mutual Standards, manufacturer's recommendations, or other recognized authorities having jurisdiction such as the United States Coast Guard, Federal Aviation Administration, Department Of Transportation, or OSHA, and applicable NASA requirements unless otherwise directed by the COTR.
- h) Develop and implement contingency plans within 8 hours after systems become non-operational to protect life and property.
- i) Develop procedures that include operations and schedules to meet the applicable standards and update them to reflect changes in mission criticality per sub-paragraphs 7.1.1 – 7.1.5 below. The contractor may exclude specific procedures with COTR approval. COTR approval is required on all repair and maintenance procedures.

Under Systems Maintenance Services, the contractor shall perform the following tasks:

### **7.1 Maintain Fire Detection Systems.**

Test, inspect, and maintain fire detection systems to ensure their reliability.

The contractor shall meet the following standards and any other applicable standards:

- a) Follow NFPA 72 (with the exception listed in 7.1.1 below), any other applicable NASA standard, and the manufacturer's recommendations for inspection, testing, and maintenance for fire detection systems. This includes fire alarm systems in both normal and emergency

power modes and the central station transponders and their communication lines to the dispatch station.

- b) Meet the preventive maintenance (PM) frequency in sub-paragraphs 7.1.2 – 7.1.6 for the appropriate level of mission criticality.

7.1.1 System Proof Tests. Proof test each building fire detection system every 2 years to include:

- a) Initiating an alarm and trouble signal from a minimum of three fire detection devices (automatic or manual) per zone to the building's fire alarm panel.
- b) Updating drawings as described in paragraph 7.4 below.

7.1.2 Mission Critical Buildings: (PM every 60 calendar days.)

4N, 4S, 5N, 5S, 7, 16, 24, 24T, 30 MOW, 30 Admin., 30 South, 32, 32A, 32AD, 32CH, 35, 46, and 48; and at the Sonny Carter Training Facility (SCTF): Neutral Buoyancy Laboratory (NBL).

7.1.3 Essential Buildings: (PM every 90 calendar days.)

7A, 8, 9N, 12, 14, 17, 28, 36, 44, 49, 221, 222, 260, 260A, 350, 351, 352, 353, 354, 356, 361, and Ellington Field: 135, 245, 276, and 990

7.1.4 Important Buildings: (PM every 120 calendar days)

1, 1T, 2, 3, 7T, 9 South, 10, 11, 12T, 13, 15, 18, 25, 29, 31, 31A, 32Q, 33, 34, 37, 41, 45, 45T, 50, 56, 57, 110, 111, 207, 210, 225, 226, 227, 228, 229, 241, 261, 262, 263, 264, 267, 268, 269, 327, 329, 330, 333, 335, 336, 337, 342, 343, 348, 349, 355, 359, 380, 381, 382, 383, 412, 413, 416, 417, 419, 420, 421, 422, 423, 424, 425, T585, plus the following buildings at Ellington Field: 134, 136, 137, 140, 142, 150, 260, 265, 266, 267, 270, 271, 272, 273, 278, 380, 991, 993, 994; and at the Sonny Carter Training Facility (SCTF) (all JSC administered facilities other than the Neutral Buoyancy Laboratory).

7.1.5 Other Buildings: (PM every 180 calendar days.)

39, 220, 223A, 230, 231, 259, 265, 266, 304, 321, 322, 323, 325, 326, 328, and 338.

7.1.6 Air handler switches which are tied into smoke detection controls of alarm systems (PM annually).

7.2 Maintain Fire Suppression Systems.

This includes maintenance on fire suppression systems to ensure their reliability.

The contractor shall meet the following standards, including but not limited to:

- a) Inspect, test, and maintain water-based systems (sprinkler, standpipe and hose, fire pumps, water storage tanks, foam-water sprinkler, valves and fire department connections) as described in NFPA 25.

- b) Inspect, test, and maintain carbon dioxide systems as described in NFPA 12.
- c) Inspect, test, and maintain halon systems as described in NFPA 12A.
- d) Inspect, test, and maintain dry chemical and Ansul R-102 systems as described in NFPA 17 and 17A.
- e) Inspect, test, and maintain other systems as described in the applicable standard.

#### 7.3 Maintain Fire Extinguishers.

The contractor shall:

- a) Inspect, test, and maintain fire extinguishers to ensure their continued reliability.
- b) Maintain all fire extinguishers in a constant state of readiness as described in NFPA 10.
- c) Verify extinguisher locations meet NFPA 10.

#### 7.4 Maintain Engineering Drawings and Records.

This includes maintaining a current set of as-built drawings of all fire detection and suppression systems and current maintenance records as described in paragraphs 8.1.7 & 8.1.8 of this SOW.

The contractor shall:

- a) Update as-built drawings for systems it alters and forward drawings to the Facilities Design Division within 30 calendar days of completing system changes.
- b) Maintain significant system maintenance records including modifications, alterations, and installation acceptance dates in building files.
- c) Maintain records of PM schedules and completion dates, updated within 1 working week of activity.
- d) Update PM schedules as required.

#### 7.5 Oversee acceptance testing and connection of new or modified systems.

The contractor shall:

- a) Verify that new or modified fire detection and suppression systems work and are properly tied in with existing systems.
- b) Assure the proper interface and system programming compatibility.
- c) Witness and coordinate as necessary, acceptance tests performed by the installing company or manufacturer of both new and modified fire protection systems before their acceptance by the government.
- d) Assure that programmable and addressable systems are configured to provide required notification and facility coverage as described in NFPA and facility requirements.

### 8.0 Safety Information Management

The contractor shall collect and analyze safety data such as mishaps, hazards, and training. The contractor shall maintain records of its activities, such as reviews, inspections, maintenance, and actions worked. This task does not include software or database development.

The contractor shall:

- a) Ensure all records are retained and dispositioned as described in NPG 1441.1, *NASA Records Retention Schedule*.
- b) Maintain records in accordance with the Privacy Act.

Under Safety Information Management, the contractor shall perform the following tasks and sub-tasks:

8.1 Administer and maintain safety and contract performance information.

This includes collecting, assessing or proofreading, and maintaining all safety data received as inputs to the government-provided information systems specified below. It also includes maintaining records of SFS contract performance and activity. All safety data in the systems listed below are property of the Government.

Note: NASA intends to implement a new, single off-the-shelf software package to replace the mishap database (sub-paragraph 8.1.1), close call database (sub-paragraph 8.1.2), and the Hazard Abatement Tracking System (sub-paragraph 8.1.3). This system may be in place before contract start. If so, the contractor will use the new system. If not, the contractor will transition to the new system when NASA implements it.

The contractor shall:

- a) Address problems with incoming data quality directly with the customer with the intent of improving performance at the data source.
- b) Provide periodic metrics on the performance of the data systems mentioned below.
- c) Inform the COTR and process owner of any negative trends or repeated data quality issues for the specific information system.

This task includes the following sub-tasks:

8.1.1 ***Enter and maintain information in FRED (JSC's mishap database).*** FRED is an MS Access database to track mishaps and contractor statistics. The contractor shall:

- a) Enter information (initial report) from the JSC clinic or from supervisors in FRED and send notice to the responsible supervisor (and other courtesy copies) of the mishap within 1 working day of receiving a report. This is the "initial report."
- b) Enter investigation results and action plans in FRED within 1 week of receipt. This is the "final report."
- c) Enter contractor statistics, resolve out of balance conditions with source, and produce monthly metrics report as described in DRD #9, Mishap Statistics.
- d) Request delinquent or incomplete contractor statistics from contractor within 3 working days of due date.
- e) Verify that mishap descriptions and investigations meet JPG 1700.1, Chapter 2.7. This includes causal analysis as required and action plans (using Hazard Abatement Tracking System criteria as a guideline) to prevent recurrence. Bring inadequacies in the initial or final report to the attention of reporter or investigator within 3 working days of receipt.
- f) Track all actions to completion per the due dates in the action plan.
- g) Bring past due items to the attention of investigators or actionee within 1 week of exceeding the due date.
- h) Provide monthly status report as described in DRD #11.

**8.1.2 Enter and maintain information in the Close Call database.** This is an MS Access database to track employee reports of hazards and near accidents. The contractor shall:

- a) Enter information from close call reports in the database and send notice to the responsible actionee (and other courtesy copies) of the close call within 3 working days of receiving a report.
- b) Enter investigation results and action plans in the database and send copies to the reporter within 3 working days of receipt.
- c) Verify that investigations meet JPG 1700.1, Chapter 2.6. This includes causal analysis as required and action plans (using Hazard Abatement Tracking System criteria as a guideline) to prevent recurrence.
- d) Verify that data is accurate.
- e) Bring inadequacies in the initial or final report to attention of the investigator within 3 working days of receipt.
- f) Coordinate the resolution of reporter comments. Act as a liaison between reporter and investigator when necessary.
- g) Track all actions for completion.
- h) Bring past due items to the attention of investigators or actionee within 1 week of exceeding the due date.
- i) Provide weekly status report as described in DRD #11.

**8.1.3 Enter and maintain information in the Hazard Abatement Tracking System.** This is an MS Access database to track hazards discovered through inspections, analysis, or other means to closure. The contractor shall:

- a) Enter initial hazard information and verifying that hazard descriptions describe specific hazards.
- b) Verify that the cited requirements (code reference) are accurately and systematically entered for each hazard. Order of precedence: JPG 1700.1 (highest); NASA standards; OSHA and NFPA standards; consensus standards; OSHA general duty clause (lowest – to be used when no standard or requirement exists). Organizational or programmatic requirements may be used if more stringent.
- c) Enter abatement plans and follow-up and verifying that interim and final abatement plans contain clearly defined actions, one actionee and one due date per action. No status detail in action descriptions.
- d) Ensure data quality.
- e) Request abatement plans or closure data for all hazards not closed within 30 calendar days of discovery.
- f) Provide metrics and full reports as described in DRD #11.

**8.1.4 Keep Safety Action Hotline records.** The contractor shall keep all records current and accurate as described in Task 4.5 of this SOW.

**8.1.5 Maintain safety training records.** Maintain safety training records, as described in DRD #8, Safety Training Records, for sections 5 and 9 of this SOW. The contractor shall:

- a) Keep records up-to-date and available in a standard training records database.
- b) Enter completed training within 5 working days of training completion.
- c) Send Civil Service records to the JSC Human Resources Office as described in DRD #8.

**8.1.6 Maintain Action Tracking Information System data.** This is an MS Access database that tracks actions done by the SFS contract. The contractor shall:

- a) Complete an accurate record of each action done by the contractor including those assigned by the COTR and hours spent on each action.
- b) Document 95% of schedule slips with rationale and new due dates before current due date expires and 100% no later than 5 working days after the due date.

**8.1.6 Maintain safety emergency status logs.** The contractor shall maintain current and accurate logs of activities in section 6 of this SOW and E-mail emergency status to distribution list by end of next business day.

**8.1.7 Maintain building files.** The contractor shall maintain current and accurate files for all building related records such as surveys, audit reports, design review results, and operational procedures as reviewed by the contractor. These files are the official records for fire and safety of JSC operations. The files shall include:

- a) All scheduled work that has been done by the SFS contractor for the facility as described in other sections of this SOW.
- b) Information developed by other JSC organizations that will have a bearing on safety of those facilities.

**8.1.8 Keep fire protection system maintenance and repair records.** The contractor shall maintain current and accurate records of activities in section 7 of this SOW, which are specifically described in Task 7.4.

**8.2 Maintain security of safety information.**

The contractor shall meet IT requirements and JSC center policies for data security. This security shall include the integrity of the data received and stored; information applications; and access privileges including the protection of any outputs of a sensitive nature.

**8.3 Provide reports.**

The contractor shall:

- a) Provide reports per the schedule in DRD #9, Mishap Statistics.
- b) Provide reports by special request within schedules and format agreed to by the contractor and the COTR. These reports may involve non-standard database queries or other data compilation.

**8.4 Maintain the Safety and Total Health Web Page.**

The contractor shall review the content of JSC's Safety and Total Health web page at least monthly and ensure any outdated information is updated or removed. This task also includes maintaining a hazard gallery on the web page to provide pictures and description of hazards along with the requirements violated and possible solutions. Ninety-five percent of all information shall be current to two months.

## **9.0 NASA Safety Training Center (NSTC)**

The contractor is responsible for operating the NSTC to provide safety, health, environmental protection, emergency planning and risk management training courses throughout NASA to support both institutional and space flight program objectives.

The contractor shall:

- a) Develop requested courses within allotted time period. Courses normally require 2 reviews or pilot presentations before being entered into the NSTC curriculum.
- b) Ensure new courses meet customer objectives.
- c) Ensure courses meet the needs of employees attending training. Overall average rating of courses by students is 80% (3.2 on a 4.0 scale).
- d) Ensure training needs of the centers are met.
- e) Maintain training records as described in paragraph 8.1.5 of this SOW.

The contractor shall perform the following tasks:

#### 9.1 Operate the NSTC.

The contractor is responsible for the day-to-day management of the NSTC in support of safety, health, emergency planning, and risk management training goals and objectives of NASA; that customers receive requested support; and that related course development schedules are met.

This task includes:

- a) Coordinating activities with the COTR and NASA Headquarters Safety and Risk Management/Code QS and other NASA centers, as appropriate.
- b) Developing points of contact at other NASA installations to manage the advertising of course availability to achieve the widest dissemination within NASA.
- c) Securing access to qualified adjunct instructors from working engineering and aerospace organizations, or providing qualified engineers assigned to this contract.
- d) Maintaining accurate files of all NSTC activities including, as a minimum, the following: records pertaining to all costs of operations (including travel); instructor qualifications and selection; course development, presentation, and revisions; collection, analysis, and recommendations for future course offerings; equipment and materials inventories, and training records.
- e) Maintaining files of course critiques to provide a basis for continual quality improvement analysis.
- f) Preparing and shipping training materials.
- g) Maintaining reference materials for instructors.
- h) Preparing and distributing course schedules and catalogs.

#### 9.2 Develop, Present, and Maintain safety training courses.

The contractor shall develop NASA-specific training courses for presentation to all NASA Centers and operating locations. The courses may be instructor based or web-based training.

This includes:

- a) Developing new courses, including developing or adapting existing course materials to NASA.
- b) Presenting courses through live presentation at Centers or through other media, such as the NASA Video Teleconferencing Systems using qualified instructors. See Section J, Attachment J-7 for Core Course Inventory.
- c) Maintaining all course materials so that it reflects up-to-date requirements, references, mandates, technologies, and related information as required.

#### 9.3 Conduct an Annual Training Needs Survey.

This survey is driven by NASA Headquarters and covers all NASA centers to determine class priorities of the centers. (See DRD #10, Training Needs Survey) The contractor shall use the prioritization of classes to determine the training class schedule for the next fiscal year. Training schedule for the following fiscal year shall meet the needs of the Centers and shall be finalized by September 15th of each year.

## **10. Safety Program Development and Evaluation**

Safety Program Development involves supporting continuous improvement of JSC's safety and health program as required under OSHA's Voluntary Protection Program. Under Safety Program Development, the contractor shall perform the following tasks:

### **10.1 Recommend improvements to JSC's Safety Program.**

The contractor is encouraged to recommend improvements to enhance safety and efficiency in JSC's safety and health program. Recommendations should include implementation approach, costs, schedules, benefits, supporting rationale, and marketing strategies.

### **10.2 Implement program improvements as directed by NASA.**

Develop prototype products such as presentations, database applications, procedures, or other items essential to the understanding of the specific improvement. The contractor shall follow schedules as approved by the COTR.

### **10.3 Recommend changes to program and technical safety requirements in JPG 1700.1.**

JSC's Safety and Health Program is documented in JPG 1700.1, *JSC Safety and Health Handbook*, latest version. The contractor shall

- a) Ensure the content of JPG 1700.1 is current with OSHA, NASA, and JSC requirements and coordinating recommended changes through the COTR. This includes standards research, document writing, coordination of draft documents with other elements of the Center, resolving issues on comments to the handbook.
- b) Provide a complete review of JPG 1700.1 every 2 years and provide more frequent updates as higher-level requirements change. The Safety and Test Operations Division is responsible for final editing and publication.

### **10.4 Review Agency-level safety requirements and standards.**

Review proposed changes to Agency-level safety requirements and standards documents for technical safety soundness and impact on JSC's program. The contractor shall provide comments through the Safety and Test Operations Division to meet NASA Headquarters review schedules.

### **10.5 Analyze data and measure the performance of JSC's Safety and Health Program.**

This includes analyzing data gathered in Sections 3 and 8 of the SOW for trends and program performance, administering the Performance Evaluation Profile (PEP), and providing performance metrics based on data analysis and the PEP. The PEP program provides a PC-based self assessment application software package that evaluates an organization's safety program

from both the management and employee perspective. The contractor is encouraged to develop new metrics and methods for evaluating the effectiveness of JSC's Safety and Health Program.

The Contractor shall:

- a) Assess the performance of JSC safety and health program annually through several means, including the PEP, to support JSC's Annual Self Evaluation for VPP.
- b) Identify safety problem areas in institutional and programmatic products and processes at JSC and with line organizations and contractors.
- c) Provide metrics as required by the Safety and Test Operation Division.

#### 10.6 Administer the PEP Agency-wide.

The contractor shall administer the PEP and provide timely results to all NASA Centers annually.

### 11.0 Test Safety Support

The contractor shall provide safety support to tests for space flight and institutional research and development conducted at JSC, SCTF and Ellington Field, and tests involving JSC personnel (including test subjects) or hardware at off-site (local and distant) contractor and international partner locations. Test safety support includes evaluating the risk and hazards of test beds and spacecraft systems (such as life support systems, space suits, medical research equipment, thermal control systems, explosives, software, and other state of the art space systems) as they are operated in ground test facilities, supporting reviews, and monitoring test operations. These systems are tested in various environments such as vacuum, extreme temperatures, underwater, vibration, and zero-gravity.

The contractor shall:

- a) Follow JPG 1700.1 and COTR approved procedures.
- b) Assure the overall safety of JSC test operations.

Under Test Safety Support, the contractor shall perform the following tasks:

#### 11.1 Assess test documentation for safety issues.

Test documentation includes test plans, test procedures, test protocols, and supporting documentation such as hazard analysis, design review documentation, anomaly or discrepancy reports, and other test related reports and analyses. The contractor shall:

- a) Review the documentation and recommend approval or disapproval of this documentation before the Test Readiness Review.
- b) Meet customer requirements and schedules.
- c) Assure that test documentation meets JPG 1700.1 and other applicable requirements and standards.

#### 11.2 Support Test Readiness Reviews.

This includes supporting design, planning, build-up and readiness meetings for human testing and other hazardous tests at JSC. It includes selected Astronaut training operations of a

hazardous nature. A certified Test Safety Officer (see paragraph 1.5.4 of the SOW) shall attend Test Readiness Reviews and approve the test by signature when all safety issues have been addressed.

The contractor shall:

- a) Ensure safety issues with the test are properly addressed before approving the test.
- b) Assure JSC test facilities, test beds, and test operations follow JPG 1700.1 and all applicable standards.

#### 11.3 Monitor Test Operations for Safety.

This includes monitoring selected tests as part of the test team. The contractor shall:

- a) Assign test monitors from available certified Test Safety Officers (see paragraph 1.5.4 of the SOW) in the following priority: 1) Tests involving human test subjects; 2) Hazardous, non-human tests involving flight or flight-like equipment; 3) All other hazardous non-human tests.
- b) Report safety observations and issues to the test director or equivalent as required by the rules of conduct identified for the specific test and JPG 1700.1.
- c) Report all findings, issues, and instances of noncompliance with the safety features of the test per customer requirements, JPG 1700.1, and COTR approved procedures.

#### 11.4 Support the Committee for the Protection of Human Subjects.

This includes review, research, and presentations on the safety implications of human research projects for representatives of the Safety and Test Operation Division. The Contractor shall:

- a) Support the Safety and Test Operation Division representative to the Committee for the Protection of Human Subjects. This support includes reviewing human research investigations and protocols that subject personnel to medical procedures for safety implications.
- b) Ensure human research protocols and procedures meet test safety requirements in JPG 1700.1 and JSC Committee for the Protection of Human Subjects policies and requirements in JSC 20483.
- c) Prepare and present safety assessments as findings and recommendations to NASA after a review of pertinent documentation such as test and medical procedures, hazard analyses, and investigation protocols, per COTR approved procedures.

### **12. Administer Lockout/Tagout Equipment**

The contractor shall administer lockout and tagout equipment for JSC. This includes purchasing, issuing, and accounting for all lockout and tagout devices at JSC. The contractor shall:

- a) Ensure lockout and tagout devices meet JSC and OSHA requirements.
- b) Track devices by serial number or other identification, keep inventory current, and track devices to the point of distribution.

Under Administer Lockout/Tagout Equipment, the contractor shall perform the following sub-tasks:

#### 12.1 Maintain an inventory of lockout and tagout devices.

This includes keeping a current inventory of working lockout and tagout devices to issue to NASA and contractors who need them for operations on site at JSC, Ellington Field, and Sonny Carter Training Facility. The contractor shall:

- a) Issue no defective devices.
- b) Maintain a current status of all devices.

#### 12.2 Purchase lockout and tagout devices.

The contractor shall purchase necessary lockout and tagout devices.

#### 12.3 Fill requests for lockout and tagout devices from NASA and contractors.

The contractor shall:

- a) Provide the capability to issue devices outside of normal business hours.
- b) Meet customer requirements to ensure customers can protect their workers through adequate lockout/tagout.
- c) Keep accurate records of request date, device type, date of issuance, and responsible party.

#### 12.4 Account for all locks and devices.

Ensure that serialized locks and devices are fully accounted for in the inventory and request verification from the responsible person the devices were issued to that all issued devices are in his or her possession and none are missing. This task does not include keeping track of when and where they are used. The contractor shall:

- a) Publish a current list of missing locks and devices at least monthly, to include negative reports as described in DRD #1.
- b) Remove missing locks and devices from the list within 3 working days of being notified as found and still operable.

**SECTION D - PACKAGING AND MARKING**

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**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of clause)

**D.2 PACKAGING, HANDLING, AND TRANSPORTATION (NFS 1852.211-70)  
(JUNE 2000)**

(a) The Contractor shall comply with NPG 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

[END OF SECTION]

## SECTION E - INSPECTION AND ACCEPTANCE

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### E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES—COST- REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES--COST- REIMBURSEMENT

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
		(End of clause)

### E.2 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (JUN 1995)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 6 copies, an original and 5 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

### E.3 INSPECTION AND ACCEPTANCE (JSC 52.246-90)(JUN 1991)

Final inspection and acceptance shall be accomplished by the Contracting Officer or his/her duly authorized representative at NASA Lyndon B. Johnson Space Center.

(End of clause)

**E.4 QUALITY ASSURANCE SURVEILLANCE PLAN. (JSC 52.246-93)(JUL 1996)**

A Quality Assurance Surveillance Plan will be developed and implemented by the Contracting Officer's Technical Representative as a part of the contract administration and monitoring activities conducted to assure that the Government receives products and services that conform to contract requirements. The nature and extent of quality assurance surveillance contemplated in this plan will be based, in part, on the specific content of the contractor's Quality Plan (included in Section J, Attachment J-9 Item 3).

(End of clause)

**E.5 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS**

In accordance with the inspection clause in this contract, the Government intends to perform quality assurance functions as a part of oversight and insight monitoring on a random bases during this contract and at various locations where this contract is performed.

(End of clause)

[END OF SECTION]

**SECTION F – DELIVERIES OR PERFORMANCE**

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**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of clause)

**F.2 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from October 1, 2003 to September 30, 2008.

(End of clause)

**F.3 BILLS OF LADING (NFS 1852.247-73) (JUNE 2002)**

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number:

Destination: \_".

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of clause)

**F.2 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from October 1, 2003 to September 30, 2006.

(End of clause)

**F.3 BILLS OF LADING (NFS 1852.247-73) (JUNE 2002)**

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number:

Destination: \_".

(b) Government Bills of Lading. (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: [Insert name, title, and mailing address of designated transportation officer or other official delegated responsibility for GBLs]. If time is limited, requests may be by telephone: [Insert appropriate telephone number]. Requests for GBLs shall include the following information.

- (i) Item identification/ description.
- (ii) Origin and destination.
- (iii) Individual and total weights.
- (iv) Dimensional Weight.
- (v) Dimensions and total cubic footage.
- (vi) Total number of pieces.
- (vii) Total dollar value.
- (viii) Other pertinent data.

(End of clause)

#### **F. 4 SHIPPING INSTRUCTIONS (JSC 52.247-94) (APR 1997)**

All documentation shall be shipped to the addresses cited in Section J Attachment 2, DRL and DRDs . Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments.

Ship to: Transportation Officer.  
Building 421  
NASA Johnson Space Center  
2101 NASA Road 1  
Houston, TX 77058-3696

Mark for: Accountable Property Officer  
Mark with: Purchase Request No. [insert number.]  
Contract Number: NAS 9-03059.

For reissue to: \_Tracy Ferguson\_ NS \_45\_ 441.  
(Name) (Mail Code) (Bldg.) (Room)

(End of clause)

**F.5 PLACE OF PERFORMANCE**

The place of performance for this contract will be NASA Lyndon B. Johnson Space Center, Houston, Texas, which includes Ellington Field and Sonny Carter Training Facility and other remote sites (domestic and foreign) on an as-needed basis.

(End of clause)

**F.6 OPTION TO EXTEND PERIOD OF PERFORMANCE**

The Government may require the contractor to continue to perform services under this contract. The CO may exercise this option by issuance of a unilateral contract modification 30 days or more before the end of the period of performance set forth in Section F.3. Should the option(s) be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option, except for the following changes:

**Option 1:**

1. B.1 entitled "Estimated Cost and Award Fee" will be modified to reflect the addition of \_\_\_\_\_ to the estimated cost \_\_\_\_\_ to the base fee, and \_\_\_\_\_ to the maximum available award fee.

2. F.2, entitled "PERIOD OF PERFORMANCE" will be modified to state:

"The Period of Performance of this contract will be from October 1, 2003, to September 30, 2008."

3. F.7, entitled "OPTION FOR THE INCREMENTAL INCREASE OF EFFORT REQUIRED DURING CONTRACT PERFORMANCE" will be modified to add the following:

(ii) The Government may increase the number of direct labor hours required to be furnished during the option period by an amount ranging from \_\_\_\_\_

(a) For options exercised during contract year 4 (Option 1), the estimated cost and maximum award fee will be increased by \_\_\_\_\_ respectively, for every direct labor hour ordered by the exercise of an option.

(b) For options exercised during contract year 5 (Option 1), the estimated cost and maximum award fee will be increased by \_\_\_\_\_ respectively, for every direct labor hour ordered by the exercise of an option.

4. H.8 (a) entitled "Level of Effort (Cost)" shall be modified by increasing the total direct labor hours by \_\_\_\_\_

5. I.3, entitled "Payment for Overtime Premiums" shall be modified to \_\_\_\_\_

The total duration of this contract, including the exercise of any option under this clause shall not exceed 5 years.

(End of clause)

**F.7 OPTION FOR THE INCREMENTAL INCREASE OF EFFORT REQUIRED DURING  
CONTRACT PERFORMANCE (SEE SECTION H.8)**

The Government may increase the number of direct labor hours required to be furnished during the period of performance by an amount ranging from 1 to (see b below) hours. If the Government elects to exercise its option to increase the number of direct labor hours to be furnished, the Contractor will be so notified by a contract amendment executed by the Contracting Officer. The terms and conditions relating to the Government's option rights as provided herein are as follows:

a. The Government may increase the direct labor hours to be furnished up to the amounts specified below by the exercise of one option, or by the exercise of multiple option, during the period of performance.

b. If the Government exercises one or more options pursuant to this provision, the estimated cost and fee values will be increased as follows:

(i) The Government may increase the number of direct labor hours required to be furnished during the period by an amount ranging from

(a) For options exercised during contract year 1, the estimated cost and maximum award fee will be increased by \_\_\_\_\_, respectively, for every direct labor hour ordered by the exercise of an option.

(b) For options exercised during contract year 2, the estimated cost and maximum award fee will be increased by \_\_\_\_\_, respectively, for every direct labor hour ordered by the exercise of an option.

(c) For options exercised during contract year 3, the estimated cost and maximum award fee will be increased by \_\_\_\_\_, respectively, for every direct labor hour ordered by the exercise of an option.

(d) For options exercised during contract year 4, the estimated cost and maximum award fee will be increased by \_\_\_\_\_, respectively, for every direct labor hour ordered by the exercise of an option.

(e) For options exercised during contract year 5, the estimated cost and maximum award fee will be increased by \_\_\_\_\_, respectively, for every direct labor hour ordered by the exercise of an option.

(End of clause)

[END OF SECTION]

## SECTION G - CONTRACT ADMINISTRATION DATA

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### G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.227-11	JUN 1997	PATENT RIGHTS-RETENTION BY BY THE CONTRACTOR (SHORT FORM) As modified by (NFS 1852.227-11)

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.223-71	DEC 1988	FREQUENCY AUTHORIZATION
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE- LICENSING
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT- OWNED EQUIPMENT
1852.245-74	MAR 1989	CONTRACTOR ACCOUNTABLE ON-SITE GOVERNMENT PROPERTY

(End of clause)

### G.2 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76) (JUN 2000)

(a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with The Award Fee Plan (Section J, Attachment J-4). The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Financial Management Office will make payment based on the issuance of a unilateral modification by the contracting officer.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Section J, Attachment J-4. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is 80 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

### **G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87)(MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Johnson Space Center  
Attn: Contracting Officer

2101 NASA Road 1  
Houston, Texas 77058-3696

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

Defense Contract Audit Agency  
Houston Branch Office  
8876 Gulf Freeway, Suite 500  
Houston, Texas 77017

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the same address as b(1) above.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

#### G.4

#### DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND

### **PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative Patent Representative	HA NASA,	Johnson Space Center HA Technology Transfer and Commercialization Office, Houston, TX 77058

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights -- Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

### **G.5 TECHNICAL DIRECTION (NFS 1852.242-70)(SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed by shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

## **G.6 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JUNE 1998) (JSC Version—USER ONLY) (APR 03)**

(a) The Government property described in the clause at G.8, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

### **User Responsibilities: Reference Document (NPG 4200.2)**

## **Chapter 2.**

2.7. Responsibility of the Individual. The Contractor shall ensure that each of its employees are responsible for Government property as follows: An employee has a

duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes. Additional responsibilities include the following:

2.7.1. Reporting any missing or un-tagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the property custodian immediately.

2.7.2. Notifying the property custodian, supervisor, and the Center security officer immediately if theft of Government property is suspected.

2.7.3. Ensuring that equipment is used only in pursuit of approved NASA programs and projects.

2.7.4. Notifying the property custodian of equipment not actively being used for determination of proper disposition.

2.7.5. Ensuring that equipment is returned through the property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.

2.7.6. Assigned users retain all responsibilities including notifying property custodians of all activity associated with the user's assigned equipment.

2.8. The Contractor must ensure that all on-site Contractor employees notify the contracting officer, property custodian, and SEMO upon termination of employment.

#### **Chapter 4.**

4.2.11. The user will assist the custodian in completing NF 1618 and sign in the designated block.

The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. Center Administrative requirements are spelled out in JPG 5151.2, JSC Support Contractor Procedures & Guidelines. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by

the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

#### **G.7 LIST OF GOVERNMENT-FURNISHED PROPERTY (NFS 1852.245-76) (OCT 1988)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-5, List 3, of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at JSC, Sonny Carter and Ellington Field and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

#### **G.8 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES**

In accordance with the clause 1852.245-71, Installation - Accountable Government Property the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space (Attachment J-5 List 4) and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General-and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment J, Attachment J-5, Lists 1 and 2. The Government retains accountability for this property under the clause at

1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Installation services and facilities:

(1) Publications and blank forms stocked by the installation.

(2) Safety and fire protection for Contractor personnel and facilities.

(3) Installation service facilities:

(4) Audiovisual presentation services, sound services, Release Print Film Library, Film Repository, and loan of audiovisual equipment.

(5) Automatic data processing (ADP) services (onsite only). Generally, this includes access to large general-purpose computer systems, workstations, and the accessing media; i.e., terminals, printers, data communications, and consultation and training in the use of said systems. Unless otherwise specified in the contract, this does not include providing computer systems or ADP services for the Contractor business management, accounting, and administrative functions.

(6) Transportation by shuttle bus for Contractor employees within the parameters provided for Government employees.

(7) Disposal services for excess onsite and offsite Contractor-held/Government-owned property.

(8) Fabrication services such as machining, sheet metal and welding, electronics, metal finishing, model and plastics, and precision cleaning.

(9) Photography, processing, and closed-Circuit television for technical and scientific photography, photographic processing, photographic sciences, and closed-circuit television.

(10) Pickup and delivery of official mail within the Center and to and from the Albert Thomas Post Office, provided the mail is properly sealed and stamped. Such mail will be picked up or dropped from only one point as designated by JSC or, if preferred, JSC will provide a box in the central mailroom for the Contractor to pick up and deposit its mail.

(11) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(12) Cafeteria privileges for Contractor employees during normal operating hours.

(13) Building maintenance for facilities occupied by Contractor personnel.

(14) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(15) Rigging and lifting for maintenance, repair, inspection, and investigation services provided under this contract.

(16) Printing, duplicating, and micro-filming/microreproduction for official needs except for payroll, accounting, and similar records.

(17) Graphic services for general and technical illustration work, including charts and graphs.

(18) Janitorial and custodial services for Contractor personnel and facilities (onsite only).

(19) Receiving Inspection Test Facility for performing chemical and mechanical testing of externally treated fasteners and metallic raw materials.

The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of Clause)

#### **G. 9 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NSF 1852.245-73) (AUG 2001) (DEVIATION)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b) (1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: LF63/Property Accounting and to JB3/Property Administrator, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) (1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall immediately contact the cognizant NASA Center Industrial Property Officer (IPO) to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

**G.10 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITOR  
AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS  
(JSC 52.204-91) (MAR 2002)**

(a) An employee of a domestic Johnson Space Center (JSC) Contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC Contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its Contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the Contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien Contractor/subcontractor employee shall be granted access into JSC or WSTF until a completed RFR has been approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office.

(c) The Contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the Contractor may not be legally authorized to work in the United States and/or on the contract, the Contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The Contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

(End of clause)

#### **G.11 USE OF JSC CALIBRATION LABORATORY (JSC 52.204-92) (OCT 1997)**

The Contractor shall utilize the services of the JSC Calibration Laboratory to the maximum extent practicable for calibration of all instruments (Government property or Contractor property) utilized under this contract, the total cost for maintenance of which would otherwise be a direct charge to the Government. The procedures for obtaining calibration of instruments are described in "JSC Procedures and Guidelines 5151.2 - "JSC Support Contractor Procedures and Guidelines."

(End of clause)

#### **G.12 JSC HAZARDOUS MATERIALS USE (JSC 52.223-92)(DEC 1999)**

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supercede any statutory or regulatory requirements for any entity subject to this clause.

(b) "Hazardous materials," for the purposes of this clause, consist of the following:

(1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.

(2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.

(3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.

(4) Any radioisotope material or device that produces ionizing radiation.

(5) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)

(6) Any explosive or any pyrotechnics.

(7) Any pesticide.

(c) The Contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.

(d) The Contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.

(e) The Contractor shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.

(f) The Contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.

(g) The Contractor shall insert the substance of this clause, including this Paragraph F with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.

(h) In the event the Contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

**G.13 UNDERSTANDING WITH RESPECT TO COST VARIATIONS  
(JSC 52.232-93) (MAR 1989)**

The estimated cost of this contract is based on cost estimates for a number of cost elements (e.g., direct labor, overhead, materials, travel). One or more of these estimates was made by the Government and provided to the Contractor in the solicitation leading to this contract. The parties recognize that the Contractor's obligation to perform tasks within the scope of the Statement of Work could result in actual Contractor expenditures which are greater or less than the Government's estimates provided to the Contractor for the related cost element. Should such be the case, the parties agree that there will be no adjustment to the fee provided for in this contract, nor to any other terms and conditions hereof, except the contract estimated cost, should that become necessary. Any such adjustment in estimated cost will be subject to the terms of the "Limitation of Cost" or "Limitation of Funds" clause hereof, whichever is applicable.

(End of clause)

**G.14 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92)(MAR 2002)**

At all times while on Government property, the Contractor, subcontractors, their employees and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee badges will be issued only between the hours of 7:30 a.m. to 4 p.m., Monday through Thursday, and 7:30 am to 12:00 pm on Friday. JSC visitor badges will be issued between the hours of 6 a.m. to 10 p.m., 7 days a week. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day a week, 24-hour a day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

(End of clause)

**G.15 REPAIR OF GOVERNMENT PROPERTY (JSC 52.245-91) (JUNE 1986)**

When removal of Government-owned property from its place of use for repair is necessary, the Contractor must prepare a JSC Form 1318 prior to removing the equipment. The form and instructions regarding its use are available from the Property and Equipment Branch, Building 419, Room 162, phone number 281-483-6524. The repaired Government property is to be returned to the location from which it was removed unless otherwise directed by the Government.

(End of clause)

**G.16 NASA RECORDS MANAGEMENT.**

The Contractor shall create, maintain, preserve and dispose of NASA records in accordance with NPG 1441.1, "NASA Records Retention Schedule".

(End of Clause)

[END OF SECTION]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.225-70	FEB 2000	EXPORT LICENSES Insert in Paragraph (b): NASA Johnson Space Center
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS ALT I (SEPT 1989) and ALT II (JUL 2000)

(End of clause)

### H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (OCTOBER 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

### **H.3 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal

conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

#### **H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71)(MAR 1989)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

#### **H.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90)(SEP 1988)**

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's proposal [Insert number] RFP 9-BJ-V63-03-01P dated 07/18/2003, by reference, with the same force and effect as if it were given in full text.

(End of clause)

#### **H.6 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)**

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

#### **H.7 PROVIDING FACILITY ITEMS (JSC 52.245-97) (APR 1994)**

The purpose of this clause is to set forth the parties' intent regarding their respective responsibilities for providing facility items under this contract. The parties accordingly agree as follows:

a. "Provide," as used in this clause, has the same meaning as set forth in NASA FAR Supplement 1845.301. "Facilities," as used in this clause, has the same meaning as set forth in FAR 45.301.

b. The Government shall provide to the contractor the facilities identified in Section J, Attachment J-5, Lists 1, 2, and 4 for use in performance of this contract.

c. The contractor shall replace any of the existing facilities identified in Section J, Attachment J-5, List 3, that reach the end of their useful life during the contract period or which are beyond economical maintenance or repair, if the facilities are still needed for contract performance. Such replacements shall be made with contractor-owned facilities and shall not be a direct charge to the contract.

d. The contractor shall not acquire facility items for the Government, unless specifically authorized by the contract or consent has been obtained in writing from the contracting officer pursuant to FAR 45.302-1(a).

The contractor agrees to provide all facilities necessary for performance of this contract except as provided in Section J, Attachment J-5, Lists 1, 2, and 4 only.

(End of clause)

#### **H.8 LEVEL-OF-EFFORT (COST)**

(a) During the term of the contract, the Contractor is obligated to provide not less than 95% nor more than 105% of 588,120 total direct labor hours.

(b) "Direct labor hour" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work.

(c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.

(d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

(End of clause)

#### **H.9 HANDLING OF DATA**

It is anticipated that in performance of this contract, the Contractor may have access to and use of NASA's sensitive financial and management data. The Contractor agrees that it will not use, copy, or disclose this data, except as necessary for the performance of the contract and will not disclose this data to others without the written consent of the Contracting Officer.

The contractor agrees to provide all facilities necessary for performance of this contract except as provided in Section J, Attachment J-5, Lists 1, 2, and 4 only.

(End of clause)

## **H.8 LEVEL-OF-EFFORT (COST)**

(a) During the term of the contract, the Contractor is obligated to provide not less than 95% nor more than 105% of 344,680 total direct labor hours.

(b) "Direct labor hours" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work.

(c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.

(d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

(End of clause)

## **H.9 HANDLING OF DATA**

It is anticipated that in performance of this contract, the Contractor may have access to and use of NASA's sensitive financial and management data. The Contractor agrees that it will not use, copy, or disclose this data, except as necessary for the performance of the contract and will not disclose this data to others without the written consent of the Contracting Officer.

(End of clause)

## H.10 POTENTIAL CONFLICT OF INTEREST

1. In performing work under this contract, the Contractor may be required to inspect, evaluate, assess, critique, review or perform other similar services with respect to products or services provided by the Contractor under other NASA contracts. The occurrence of situations of this kind could possibly cause the Contractor's judgment to be influenced favorably toward such products or services in performing SR&QA tasks under this contract. In addition, the Contractor may be required to perform tasks which will affect the quantum or nature of work to be performed by the Contractor under other Government contracts. In order to eliminate or adequately mitigate any conflict of interest which may arise from either of these situations, the prime contractor agrees that it will: (a) provide the Contracting Officer immediate notice in any case where the Contractor learns that it or its level-of-effort subcontractors will either be (i) performing inspection, evaluation, or similar work concerning products and services which Contractor provides to NASA under other NASA contracts, or (ii) developing requirements for the products or services which Contractor may provide under another contract; (b) within 7 calendar days after providing such notice to the Government, submit to the Contracting Officer for approval a proposed plan of action for eliminating or adequately mitigating the conflict identified (and subsequently submit any modifications to such plan as may be requested by the Contracting Officer); and (c) implement the plan of action as approved by the Contracting Officer. The Contractor shall not undertake the performance of work for which notice has been given until the prime Contractor's plan has been approved, unless the Contracting Officer authorized the prime Contractor to proceed with the work pending approval. Where the term "Contractor" is used in this clause, it shall be deemed to mean the prime contractor, and any level-of-effort subcontractor, except in the instance where the term "prime contractor" is specifically used.
2. Notwithstanding any other provision of this clause, if the Contractor develops complete specifications or statements of work under this contract for nondevelopmental items, and such specifications or statements of work are incorporated into a subsequent NASA solicitation, the Contractor shall be ineligible to furnish the items described in such solicitation. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the prime Contractor (or determined by the Contracting Officer in the event the parties are unable to agree), sufficient to avoid unfair competitive advantage or potential bias. The Contractor shall not be eligible in any case to compete for the initial contract, including any options, for nondevelopmental items for which Contractor has prepared complete specifications or statements of work. NASA shall not unilaterally require the prime Contractor to prepare such specifications or statements or work under this contract.
3. In addition to any data which the Contractor may be given or have access to that is marked and subject to subparagraph (d)(2) of the "Rights in Data—General" clause of this contract, it is also anticipated that in the performance of this contract, the Contractor may generate, have access to, or be provided for review for the performance of the contract tasks, data which is intended to be used, or may reasonably be expected to be used, in a future NASA procurement. Such data may include, by way of illustration but not limitation, statement of requirements, draft statements of work, draft specifications or data relating to breadboards or engineering models. The Contractor agrees that it will not use, copy or disclose such data, or any other data of the same general kind, except to the extent necessary to perform the work

under this contract, and will not make any other use or disclosure of such data without specific written permission of the Contracting Officer.

4. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data or other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with other companies.

5. The Contractor agrees to include the substantive provisions of this clause in any level-of-effort subcontracts, appropriately modified to reflect a prime-subcontract relationship.

(End of clause)

#### **H. 11 PHASE-IN and PHASE-OUT**

The contractor shall provide phase-in services, if required, in accordance with Section J, Attachment 9, Item 5, Phase-in Plan.

Also, the contractor shall phase-out at contract end in a cooperative manner with the Government and new contractor to allow for continuity of services and a smooth transition (See FAR 52.237-3 and Award Fee Plan (Section J Attachment 4).

(End of clause)

#### **H. 12 COST REPORTING**

In addition to the instructions given in J-2 DATA REQUIREMENTS, Data Requirements Document (DRD), DRL Line Item 12, Financial Reporting, the contractor shall provide cost reporting in accordance with the contractor's disclosure statement.

(End of clause)

[END OF SECTION]

## PART II - CONTRACT CLAUSES

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### SECTION I - CONTRACT CLAUSES

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#### I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

\_\_\_\_\_ <http://www.arnet.gov/far/> \_\_\_\_\_

\_\_\_\_\_ <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm> \_\_\_\_\_

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	DEC 2002	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET

		REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (insert 30 days)
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-11	FEB 1990	SPECIAL 8(A) CONTRACT CONDITIONS
52.219-12	FEB 1990	SPECIAL 8(A) SUBCONTRACT CONDITIONS (INSERT NAS9-03059 AND NASA IN BLANKS)
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.219-17	DEC 1996	SECTION 8(A) AWARD
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-19	SEP 2002	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 2002	EQUAL OPPORTUNITY
52.222-29	JUN 2003	NOTIFICATION OF VISA DENIAL
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERAN
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JUL 1995) Insert "___TBD___" in paragraph (b). <b>OFFER MUST LIST OR STATE "NONE"</b>
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT

52.225-5	JUN 2003	TRADE AGREEMENTS
52.225-13	JUN 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE—LIABILITY TO THIRD PERSON
52.228-8	MAY 1999	LIABILITY AND INSURANCE—LEASED MOTOR VEHICLES
52.229-8	MAR 1990	TAXES—FOREIGN COST REIMBURSEMENT CONTRACTS
52.229-10	APR 2003	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT (ALTERNATE I) (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION
		Insert no later than 15 days prior to submission of the first request for payment in Paragraph (b)(1).
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE II) (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I) (AUG 1998) in (e) insert "\$25,000" in (k) insert "TBD")
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-18	FEB 1993	SPECIAL TEST EQUIPMENT
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.247-1	JUN 1997	COMMERCIAL BILL OF LADING NOTATIONS
52.247-63	JUN 2003	PREFERENCE FOR U.S. FLAG AIR CARRIERS
52.247-64	APR 2003	PREFERENCE FOR PRIVATELY OWNED U.S.

52.248-1	FEB 2000	FLAG COMMERCIAL VESSELS
52.249-6	SEP 1996	VALUE ENGINEERING
52.249-14	APR 1984	TERMINATION (COST-REIMBURSEMENT)
52.251-1	APR 1984	EXCUSABLE DELAYS
52.251-2	JAN 1991	GOVERNMENT SUPPLY SOURCES
		INTERAGENCY FLEET MANAGEMENT SYSTEM
		VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG AND ALCOHOL FREE WORKFORCE
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
1852.225-70	FEB 2000	EXPORT LICENSES (ALT I) (FEB 2000)
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE— LICENSING
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE -
1852.236-73	DEC 1988	HURRICANE PLAN
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

### I.2 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This contract is subject to the written approval of the Johnson Space Center Procurement Officer and shall not be binding until so approved.

(End of clause)

### I.3 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2)(JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \_\_\_\_OFFEROR TBD\_\_\_\_ or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

#### **I.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage--Fringe Benefits
General Clerk II	GS-2 \$9.88 + fringe
General Clerk III	GS-3 \$10.98 + fringe
Secretary I	GS-4 \$12.10 + fringe
Computer Operator I	GS-4 \$12.10 + fringe
Computer Operator II	GS-5 \$13.54 + fringe
Engineering Technician I	GS-3 \$10.78 + fringe
Engineering Technician II	GS-4 \$12.10 + fringe
Engineering Technician III	GS-5 \$13.54 + fringe
Engineering Technician IV	GS-7 \$16.77 + fringe

Fire Alarm System Mechanic

WG-10 \$19.38 + fringe

(End of clause)

**I.5 DRUG-FREE WORKPLACE (FAR 52.223-6)(MAY 2001)**

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (2) Establish an ongoing drug-free awareness program to inform such employees about- (i) The dangers of drug abuse in the workplace; (ii) The Contractor's policy of maintaining a drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause; (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will- (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction; (5) Notify the Contracting Officer in writing within

10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace: (i) Taking appropriate personnel action against such employee, up to and including termination; or (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause. (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract. (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

**I.6 OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)**

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons. (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

The Contractor shall insert the name of the substance(s).

(End of clause)

**I.7 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (FAR 52.223-12) (MAY 1995)**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clear Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

**I.8 RIGHTS IN DATA--GENERAL (FAR 52.227-14)(JUN 1987)(AS MODIFIED BY NFS 1852.227-14)**

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright--(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and

which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court

of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2)--(3) [Reserved]

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(3)(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(End of clause)

## **I.9 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)**

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**I.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE  
GENERAL SERVICES ADMINISTRATION FOR AUDITS (FAR 52.247-67)  
(JUN 1997)**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid-

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show-

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of clause)

#### **I.11 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76)(JUL 2002)**

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 30 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) **IT-1** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) **IT-2** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

(iii) **IT-3** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

- (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within last three years; or
- (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

#### **I.12 OMBUDSMAN (NFS 1852.215-84)(JUN 2000) (ALTERNATE I) (JUNE 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Name: Sue Garman  
Telephone: 281-483-0490  
E-mail: susan.h.garman@jsc.nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0422, facsimile 202-358-3083, e-mail sthompson1@hq.nasa.gov. Please do not contact the ombudsman to request copies of

the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

[END OF SECTION]

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## Attachment J-1

### Acronyms

ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE

CLIN - CONTRACT LINE ITEM NUMBER

CO - CONTRACTING OFFICER

COD - CENTER OPERATIONS DIRECTORATE

COTR - CONTRACTING OFFICER TECHNICAL REPRESENTATIVE

CSP - CERTIFIED SAFETY PROFESSIONALS

CTSD - CREW AND THERMAL SYSTEMS DIVISION

DOT - DEPARTMENT OF TRANSPORTATION

DRD - DATA REQUIREMENTS DESCRIPTION

EIS - EMERGENCY INFORMATION SYSTEM

ELSA - EMERGENCY LIFE SUPPORT APPARATUS

EPA - ENVIRONMENTAL PROTECTION AGENCY

FAA - FEDERAL AVIATION ADMINISTRATION

FM - FACILITY MANAGER

FM STANDARD - FACTORY MUTUAL STANDARDS

FMEA - FAILURE MODES AND EFFECTS ANALYSIS

FRED - JSC MISHAP DATABASE (not an acronym)

HATS - HAZARD ABATEMENT TRACKING SYSTEM

HAZOPS - HAZARDS & OPERABILITY STUDIES

HFD - HOUSTON FIRE DEPARTMENT

JSC - JOHNSON SPACE CENTER

## Attachment J-1

### Acronyms

KSC - KENNEDY SPACE CENTER

MOA - MEMORANDUM OF AGREEMENT

MOU - MEMORANDUM OF UNDERSTANDING

NASA - NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

NBL - NEUTRAL BUOYANCY LABORATORY

NFPA - NATIONAL FIRE PROTECTION ASSOCIATION

NPG - NASA PROCEDURES AND GUIDELINES

NSRS - NASA SAFETY REPORTING SYSTEM

NSTC - NASA SAFETY TRAINING CENTER

ORI - OPERATIONAL READINESS INSPECTION

OSHA - OCCUPATIONAL SAFETY, HEALTH ASSOCIATION

PEP - PERFORMANCE EVALUATION PROFILE

PM - PREVENTIVE MAINTENANCE

QMS - QUALITY MANAGEMENT SYSTEM

RAC - RISK ASSESSMENT CODE

S&H - SAFETY AND HEALTH

SCTF - SONNY CARTER TRAINING FACILITY

SEB - SOURCE EVALUATION BOARD

SFS - SAFETY AND FIRE SERVICES

SOW - STATEMENT OF WORK

## Attachment J-1

### Acronyms

TRR - TEST READINESS REVIEW

TSO - TEST SAFETY OFFICER

UL - UNDERWRITERS LABORATORY

URR - USE READINESS REVIEW

USCG - UNITED STATES COAST GUARD

VITS - VIDEO TELECONFERENCING SYSTEM

VPP - VOLUNTARY PROTECTION PROGRAM

## Attachment J-1

### Definitions

The following are safety related definitions used in this document:

**Close call** - an occurrence in which there is no injury, no property or equipment damage, and no significant interruption of productive work, but which possesses a high potential for any of the mishaps as defined in Paragraph 106.3; for JSC, this will include mishaps resulting in only property damage less than \$1,000 in value

**Contracting Officer** - a person who is designated contracting officer and who performs the administrative functions listed in the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement.

**Contractor** - a non-federal employer working under a NASA contract, whether as prime contractor or subcontractor.

**Credible failure** - a failure which can occur and is reasonably expected to occur; failures of structure, pressure vessels, and pressurized lines and fittings aren't considered credible failure modes if those elements follow applicable safety factor requirements.

**Critical system** - any facility support system or test system whose loss could result in injury to test personnel, property damage, or failure to detect or shut off a hazardous condition.

**Customer** - JSC and NASA management, JSC organizations, Safety and Test Operations Division, line management and employees, both civil service and contractor.

**Energy-isolating device** - a mechanical device that physically prevents the transmission or release of hazardous energy, including, but not limited to:

- A manually operated electrical circuit breaker
- A disconnect switch
- Manually operated switch where the circuit conductors can be disconnected from all ungrounded supply conductors and no pole can be operated independently
- A slide gate
- A slip blind
- A line valve
- A block
- Any similar device used to block or isolate energy

Devices not included:

- Push buttons
- Selector switches
- Other control circuit-type devices

## Attachment J-1

### Definitions

**Energy source** - any source of electrical, hydraulic, pneumatic, chemical (toxic, flammable, or corrosive material), thermal, or other energy

**Explosive** - a chemical compound, mixture, or device that causes a sudden, almost instantaneous release of pressure, gas, and heat when subjected to sudden shock, pressure, or high temperature; the term includes, but isn't limited to, dynamite, black powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniter cord, and igniters, any material determined to be within the scope of Title 18, United States Code, Chapter 40, "Importation, Manufacture, Distribution, and Storage of Explosive Materials," and also includes any material classified as an explosive by the Hazardous Materials Regulations of the U.S. Department of Transportation (NFPA 495, "Explosive Materials Code")

**Facility Manager** - A Facility Manager is the agent of his/her Director and single point of contact responsible for ensuring the general safety of a building and, through coordination with appropriate line management, the safety and health of that building's occupants.

**Fire extinguisher** - a portable device containing powder, liquid, or gases that are expelled under pressure to suppress a fire

**First aid** - any one-time treatment, and any follow-up visit for the purpose of observation, for minor scratches, cuts, burns, splinters, and so forth, that don't ordinarily require medical care; such one-time treatment, and follow-up visit for the purpose of observation, is considered first aid even though provided by a physician or registered professional personnel

**Flight hardware** - hardware intended to be used in spaceflight

**FRED** - FRED is not an acronym, but a name given to the Microsoft Access mishap tracking database by its original development team.

**Government vehicle** - a commercially leased or U.S. government agency-owned motor vehicle being used in support of federal operations

**Hazardous Activity** - one that involves credible risks or dangers to personnel or facilities and equipment of JSC; include, but aren't limited to, activities associated with human tended hypobaric chambers, zero-g testing, and the Energy Systems Test Area

**Human Test facility** - a facility testing hardware or procedures involving a human test subject

**Incident** - Injury or illness without Lost Time that requires "Medical Treatment" or damage to equipment or hardware greater than or equal to \$1,000 and less \$25,000.

**Incident Commander** - A civil service employee responsible for coordinating emergency response efforts to mitigate hazards and restore normal operations.

## Attachment J-1

### Definitions

**Imminent Danger** - conditions or practices in any NASA/JSC or contractor workplace where a risk exists that could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such risk can be eliminated through normal procedures; these will be identified by Risk Assessment Code (RAC) 1 (see Chapter 3.2)

**Inspection** - a comprehensive survey of all or part of a workplace by qualified employees in order to detect safety or health hazards; inspections are normally performed during the regular work hours of the agency, except as special circumstances may require

**Lock out** - placing a lockout device on an energy isolating device under established procedures and ensuring that the energy isolating device and the equipment being controlled cannot be operated until the lockout device is removed.

**Lockout Device** - a device that uses a positive means such as a lock, either key or combination type, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment. Included are blank flanges and bolted slip blinds.

**Lost Workday Cases** - injuries and illnesses that involve days away from work or days of restricted work activity; this classification applies to contractor or private sector employees, not to civil service employees

**Lost Workdays – Away From Work** - the number of workdays (consecutive or not) during which the employee would have worked but couldn't because of an occupational injury or illness

**Lost Workdays – Restricted Work Activity** - the number of workdays (consecutive or not) during which, because of injury or illness

- The employee was assigned to another job on a temporary basis;
- The employee worked at a permanently assigned job less than full time; or
- The employee worked at a permanently assigned job, but couldn't perform all duties normally connected with the job

**Medical Treatment** - treatment administered by a physician, or by licensed or registered professional personnel under standing orders of a physician, for an occupational injury or illness which doesn't result in days away from work or days of restricted work activity; doesn't include first aid treatment, even though provided by a physician or licensed or registered professional personnel; this definition applies to all employees, both civil servant and private sector

**Mishap** - any unplanned occurrence, event; or anomaly that meets one of the definitions below; injury to a member of the public while on JSC facilities is also defined as a NASA mishap

- **Type A mishap** - a mishap causing death or damage to equipment or property equal to or greater than \$1,000,000; mishaps resulting in damage to aircraft or space hardware, i.e., flight and ground support hardware, meeting this criterion are included; this definition

## Attachment J-1

### Definitions

also applies to a test failure if the damage was unexpected or unanticipated or if the failure is likely to have significant program impact or visibility

- **Type B mishap** - a mishap resulting in permanent disability to one or more persons, or hospitalization, for other than observation of three or more persons, or damage to equipment or property equal to or greater than \$250,000 but less than \$1,000,000; mishaps resulting in damage to aircraft or space hardware which meet this criterion are included, as are test failures where the damage was unexpected or unanticipated
- **Type C mishap** - a mishap resulting in damage to equipment or property equal to or greater than \$25,000 but less than \$250,000, or causing occupational injury or illness which results in a lost workday case; mishaps resulting in damage to aircraft or space hardware and test failures that meet these criteria are also included
- **Mission Failure** - any mishap or event of such a serious nature that it prevents accomplishment of a majority of the primary mission objectives; a mishap of whatever intrinsic severity that, in the judgment of the Program Associate Administrator, in coordination with the Associate Administrator for Safety, Reliability, Maintainability, and Quality Assurance, NASA Headquarters, prevents the achievement of primary mission objectives as described in the Mission Operations Report
- **Incident** - a mishap consisting of less than Type C severity of injury to personnel, but more than first aid severity, or property damage equal to or greater than \$1,000 but less than \$25,000; events which have small property loss, less than \$1,000, should be reported as incidents if they have significantly greater potential or high visibility

**NASA Employee** - any person other than detailed members of the Armed Forces and contractor employees directly hired by NASA

**OSHA recordable mishaps** - an occupational death, injury, or illness that must be recorded subject to OSHA requirements in 29 CFR 1960 and 29 CFR 1904 on the Log of Occupational Injuries and Illnesses, OSHA Form 300; these are occupational deaths, nonfatal occupational illnesses, and those nonfatal occupational injuries that involve one or more of the following: loss of workdays; loss of consciousness; restriction of work or motion; transfer to another job; or medical treatment other than first aid; by OSHA definition, hospitalization of an employee for observation purposes only, without subsequent injury determination, isn't a recordable injury.

**Probability** - Probability definitions:

- A Frequent - Likely to occur one or more times a year.
- B Probable - Likely to occur once in 1 - 2 years.
- C Occasional - May occur once in 2 - 5 years
- D Remote - Unlikely to occur, but possible within 5 years to end of system life.

## Attachment J-1

### Definitions

#### Risk Assessment Codes (RAC)

<i>If the RAC is . . . Then the risk is . . .</i>	
1	Unacceptable – All operations must cease immediately until the hazard is corrected or until temporary controls are in place and permanent controls are in work. A safety or health professional should stay at the scene at least until temporary controls are in place.
2	Undesirable – All operations must cease immediately until the hazard is corrected or until temporary controls are in place and permanent controls are in work. Program Manager (Directorate-level), Organizational Director, or equivalent management is authorized to accept the risk with adequate justification.*
3	Acceptable with controls – Division Chief or equivalent management is authorized to accept the risk with adequate justification.*
4	Acceptable with controls – Branch Chief or equivalent management is authorized to accept the risk with adequate justification.*

\* You must never accept the risk of violating JSC, NASA, local, state, or federal requirements. If you think you can't follow any such requirement, you must request a variance as described in Chapter 1.4 of the Safety and Health Handbook.

Self-contained breathing apparatus (SCBA) - a respirator which supplies breathing air from a compressed air cylinder carried by the user

Severity - Severity definitions:

- I Catastrophic - Death, several serious injuries or illnesses, or damage over \$1,000,000
- II Critical - Serious injury or illness, several lost workdays, or Damage between \$250,000 - \$1,000,000
- III Marginal - Lost workday, several minor injuries, or Damage between \$25,000 - \$250,000
- IV Negligible - Minor injury or damage less than \$25,000

Tag out - placing a tagout device on an energy isolating device according to procedure to indicate that the energy-isolating device and equipment being controlled may not be operated until the tagout device is removed

Tagout device - a prominent warning device such as a tag and means of attachment which can be securely fastened to an energy-isolating device under an established procedure to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed

Test - an activity conducted to accomplish any of the following where persons or hardware are subjected to one or more test environments:

## Attachment J-1

### Definitions

- acquire data
- evaluate, qualify, or certify hardware
- train spaceflight crews
- demonstrate capabilities

Laboratory analysis, research, and experimentation which doesn't involve human subjects, flight hardware, prototype hardware, explosives, and oxygen enriched atmospheres isn't considered testing.

**Test chamber** - altitude chambers, vacuum chambers, and hyperbaric chambers, together with their ancillary systems and equipment, which provide an atmosphere deviating from ground-level ambient pressure or oxygen content or which involve a closed-loop life support system

**Test environment** - a condition to which a test system or test subject is subjected; a test environment may involve deviation from normal ground-level ambient atmosphere, the application of higher forces or energy levels (i.e., acoustic, potential, thermal, etc.) than normally experienced, or exposure to hazardous materials

**Test facility** - structures in which testing operations are conducted; the test facility includes the housing structure and all permanently installed systems specifically for test support; not included are generic utilities servicing other parts of the building or other facilities

**Test facility support systems** - permanently installed equipment that support testing operations

**Test subject** - a human being who is subjected to a test environment, often with little or no control over the test process

**Testing** - the process by which the hazards that may confront entrants of permit-required space are identified and evaluated, including specifying the tests that are to be performed in the space

## Attachment J-1

### Definitions

The following are Material Inventory related definitions used in this document:

**Activity Address Code** - A six-position code, composed of numbers, letters, or a combination of both, assigned for use on requisition documents submitted to Government supply sources.

**Back Order** - A commitment by supply made to a customer and recorded in supply Records to issue at a later date an item which was not available upon Initial customer demand.

**Bench Stock** - A stock of low-cost, repetitively used, consumption type supplies, and repair parts. Bench stocks are generally restricted to maintenance repair, fabrication type activities.

**Consumption Item** - Items which are either consumed in use or which lose their original identity during use by incorporation into, or attachment upon, another item.

**Demand** - A request for issue of an item. A demand may be recurring or nonrecurring.

**Equipment** - An item of real or personal property in the configuration of a mechanical, electrical, or electronic apparatus or tool, normally costing in excess of \$50, which may perform a function independently or in conjunction with other equipment or components.

**Error** - A record to count discrepancies of 10 percent or more, or a dollar variance of 10 percent or more of the extended value of an inventoried line item.

**Excess** - Classification assigned to material for which no requirement exists:

**Federal Supply Classification** - A system developed in the Federal Cataloging System for use in classifying items of supply.

**Inventory** - Means all material being held by a Center as Stores Stock, Program Stock, or Standby Stock, except for that material actually in process of use or Consumption.

**Inventory Adjustment** - a transaction processed to adjust materials inventory record and Any imbalances between such records and quantities in stock.

**Issue** - The process of distributing material from inventory to customer for use or Consumption.

**Lead Time Demands** - The number of times an item is requested during the replenishment lead Time.

**Personal Property** - Property of any kind including equipment, materials, and supplies, but Excluding real property. Property of any kind or any interest therein, Except real property acquired by NASA, including property in transit in Government conveyances or common carriers; storage for stock or Disposal; undergoing maintenance, repair modification or service test; Acquired by

## Attachment J-1

### Definitions

donations or any other method.

Physical Inventory - The process of physically sighting and counting quantities of materials Held in inventory by a Center, reconciling the count with the recorded balance, and processing the necessary documents to adjust the inventory records and the financial accounts.

Program Stock - Material acquired by direct purchase or by issue from Stores Stock for A specific program.

Safety Stock - A quantity included in the normal stockage to provide added assurance Against stock out conditions.

Sensitive Items - An item which, due to its pilferable nature or the possibility of its being a Hazard, requires a stringent degree of control. A sensitive item can be Capital equipment or materials.

Special Items - An item having such unique qualities, properties, or features as to require Special physical and managerial controls.

Standby Stock - Material held to support emergencies.

Stores Stock - Material being held in inventory by the Center which is repetitively Procured, stored, and issued on the basis of recurring demand.

Survey Report - A report of administrative action taken to investigate and review the loss, Damage, or destruction of Government property, to adjust the property Records, to assemble pertinent facts, and to determine the extent or absence of personal responsibility for such loss, damage, or destruction.

# JSC DATA REQUIREMENTS ST (DRL)

(See reverse for instructions)  
Based on JSC-STD-123

Page 1 of 6

a. Title of Contract, Project, SOW, etc.  
Safety and Fire Services

b. Contract/RFP No.

9-BJ-V63-03-01P

c. DRL Date/Mod Date

4/8/03

1. Line item no. 1	2. DRD Title MA-S-5, Management Reports	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See block 9	5. As-of-date See block 9	6. 1 <sup>st</sup> subm. date See block 9	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Daily Status (morning) reports, Days Away Case reports, and Preliminary Incident Investigation reports to COTR directed distribution. Weekly Activity Reports sent to Secretary, Safety and Test Operations Division, Contracting Officer, and COTR. Quarterly TMR reports sent to CO and COTR. LOTO lists sent to Safety and Test Operations Division			9. Remarks Reports sent via e-mail. Quarterly TMR reports due by the 14 <sup>th</sup> day after performance period ends Weekly Activity Reports as directed by the Chief, Safety and Test Operations Division			
1. Line item no. 2	2. DRD Title MA-S-10; Management Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date	6. 1 <sup>st</sup> subm. date w/proposal	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Submitted with proposal Contracting Officer and COTR for any revisions			9. Remarks Submit 6 copies for proposal One copy each for the CO and COTR for any revisions			
1. Line item no. 3	2. DRD Title SA-1-1, Safety and Health Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency RT	5. As-of-date w/proposal	6. 1 <sup>st</sup> subm. date w/proposal	7. Copies a. Type b. Other print 3
8. Distribution (Continue on a blank sheet if needed) Contracting Officer COTR			9. Remarks			
1. Line item no. 4	2. DRD Title Quality Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date w/proposal	6. 1 <sup>st</sup> subm. date w/proposal	7. Copies a. Type b. Other print 6
8. Distribution (Continue on a blank sheet if needed) Contracting Officer COTR			9. Remarks			

# JSC DATA REQUIREMENTS ST (DRL)

(See reverse for instructions)  
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a. Title of Contract, Project, SOW, etc.  
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1. Line item no. 5	2. DRD Title MA-S-2, Safety and Fire Protection Surveys	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input checked="" type="checkbox"/> (3) Submitted upon request	4. Frequency AD	5. As-of-date	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Chief, Safety and Test Operations Division COTR			9. Remarks Submittal of report as directed by COTR Report submitted via e-mail			
1. Line item no. 6	2. DRD Title MA-S-3, Annual Safety Program Audit Report	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date EOFY/20th	6. 1 <sup>st</sup> subm. date 10/20/2004	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Chief, Safety and Test Operations Division COTR			9. Remarks Report submitted via e-mail			
1. Line item no. 7	2. DRD Title MA-S-4, Fire and Ambulance Response Reports	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AD/AR	5. As-of-date see block 9	6. 1 <sup>st</sup> subm. date see block 9	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) COTR directed distribution lists			9. Remarks Reports generated on an as-required basis. Reports sent via e-mail. Hard copies reproducible and submitted upon request.			
1. Line item no. 8	2. DRD Title MA-S-7, Safety Training Records	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date EOM/10 <sup>th</sup>	6. 1 <sup>st</sup> subm. date CSD + 30 days	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Safety and Test Operations Division Occupational Health Office JSC Human Resources Office (AH2) Contractors, NASA centers			9. Remarks Copy type (electronic/hardcopy) on an as required basis as determined by the customer.			

# JSC DATA REQUIREMENTS ST (DRL)

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1. Line item no. 9	2. DRD Title MA-S-1, Mishap Statistics	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date See block 9	6. 1 <sup>st</sup> subm. date See block 9	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) NASA Headquarters/Safety and Risk Management Division OSHA 300 log to Chief, Safety and Test Operations Division Monthly reports posted to the Safety and Total Health Homepage VPP report to the Safety and Test Operations Division			9. Remarks Reports submitted electronically unless otherwise directed by customer. OSHA 300 log due the end of the fiscal year. Monthly reports due to be posted by the 20 <sup>th</sup> of the following month. VPP report due January 31 <sup>st</sup> of each year.			
10	MA-S-12, Training Needs Survey	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	AN	see block 9	see block 9	a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Contracting Officer COTR NASA HQ Code Q/Safety and Risk Management Division			9. Remarks Data collection report in accordance with requirements of Safety and Risk Management Division.			
11	MA-S-8, Safety Management Information System	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	AN/AD	CSD	CSD+60	a. Type b. Print 2
8. Distribution (Continue on a blank sheet if needed) Chief, Safety and Test Operations Division, COTR			9. Remarks			
12	NF533 Cost Reporting	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	MO	see block 9	see block 9	a. Type b. Print 4
8. Distribution (Continue on a blank sheet if needed) Cost Accounting, Contracting Officer, SR&QA Budget/Program Analyst, COTR			9. Remarks Reports are due no later than 10 working days following the close of the contractor's monthly accounting period. The first submittal date will be CSD plus 1month and 10 days.			

# JSC DATA REQUIREMENTS ST (DRL)

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1. Line item no. 13	2. DRD Title SA-1-14, Monthly Safety and Health Metrics	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date EOM/10 <sup>th</sup>	6. 1 <sup>st</sup> subm. date CSD+30 days	7. Copies a. Type b. Other 5
8. Distribution (Continue on a blank sheet if needed) Safety and Test Operations Division (2 copies) Occupational Health Officer (1 copy) COTR (1 copy) CO (1 copy)			9. Remarks Electronic Copies to Safety and Health, and hard copy to COTR			
1. Line item no. 14	2. DRD Title Safety and Health Program Self Evaluation	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date Sept. 30th	6. 1 <sup>st</sup> subm. date 9/30/04	7. Copies a. Type b. Other 1
8. Distribution (Continue on a blank sheet if needed) Safety and Test Operations Division			9. Remarks Report submitted via e-mail			
1. Line item no. 15	2. DRD Title SA-1-15, Lessons Learned	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date	6. 1 <sup>st</sup> subm. date see block 9	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Safety and Test Operations Division COTR			9. Remarks Reports generated whenever there is a qualifying event as specified in DRD. Reports due 30 days after triggering event or investigation /analysis is completed.			
1. Line item no. 16	2. DRD Title Information Technology (IT) Capital Investment Planning (CIP)	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date	6. 1 <sup>st</sup> subm. date CSD+30	7. Copies a. Type b. Print 1
8. Distribution (Continue on a blank sheet if needed) Safety and Test Operations Division			9. Remarks Plan is submitted only once and subsequent submittals shall be required only if there are significant changes in the process or if required by the JSC CIO or the managing organization.			

# JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)  
Based on JSC-STD-123

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a. Title of Contract, Project, SOW, etc. Safety and Fire Services			b. Contract/RFP No. 9-BJ-V63-03-01P		c. DRL Date/Mod Date 8/2/06 MODIFICATION 44	
1. Line item no. 17	2. DRD Title Security Reporting Requirements	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN/AR	5. As-of-date	6. 1 <sup>st</sup> subm. date AR	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) Information listed in A.1.a through A.1.f. to the NASA/JSC Industrial Security Specialist; information listed in A.1.g to the NASA/JSC Information Security Specialist, cc the JSC Industrial Security Specialist; information listed in A.2 to the NASA/JSC Badging Manager, cc JSC Personnel Security; information listed in A.3 to the NASA/JSC Security Branch Chief.			9. Remarks Submit as necessary per the DRD			
1. Line item no. 18	2. DRD Title SFS Contract Phase In Plan	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency Once	5. As-of-date w/proposal	6. 1 <sup>st</sup> subm. date w/proposal	7. Copies a. Type b. Print 6
8. Distribution (Continue on a blank sheet if needed)			9. Remarks			
1. Line item no. 19	2. DRD Title Wage/Salary and Fringe Benefit Data	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date CSD	6. 1 <sup>st</sup> subm. date 12/1/2003*	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) BJ4/Contracting Officer cc: BA2/Contract Labor Relations Officer			9. Remarks *After first submittal, the Data is due 90 days prior to the anniversary date of the contract.			
1. Line item no. 20	2. DRD Title Reprocurement Data Package	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency Once	5. As-of-date See Block	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Per Contracting Officer's letter			9. Remarks Submitted one year prior to contract end or at the Contracting Officer's discretion. Electronic on a CD ROM.			

# JSC DATA REQUIREMENTS ST (DRL)

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Line item no. 17	2. DRD Title Security Reporting Requirements	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN/AR	5. As-of-date	6. 1 <sup>st</sup> subm. date AR	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) Information listed in A.1.a. through A.1.f. to the NASA/JSC Industrial Security Specialist; information listed in A.1.g. to the NASA/JSC Information Security Specialist, cc the JSC Industrial Security Specialist; information listed in A.2. to the NASA/JSC Badging Manager; cc JSC Personnel Security; information listed in A.3 to the NASA/JSC Security Branch Chief			9. Remarks Submits as necessary per the DRD			
Line item no. 18	2. DRD Title SFS Contract Phase In Plan	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency Once	5. As-of-date w/proposal	6. 1 <sup>st</sup> subm. date w/proposal	7. Copies a. Type b. Print 6
8. Distribution (Continue on a blank sheet if needed)			9. Remarks			
Line item no. 19	2. DRD Title Wage/Salary and Fringe Benefit Data	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date CSD	6. 1 <sup>st</sup> subm. date 12/1/2003	7. Copies a. Type b. Print Other
8. Distribution (Continue on a blank sheet if needed) BJ4/Contracting Officer cc: BA2/Contract Labor Relations Officer			9. Remarks One copy for each person/office listed in 8			
Line item no. 20	2. DRD Title Reprocurement Data Package	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency Once	5. As-of-date	6. 1 <sup>st</sup> subm. date see block 9	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Per Contracting Officer's letter			9. Remarks Submitted one year prior to contract end or at Contracting Officer's discretion. Electronic on a CD ROM			

# JSC DATA REQUIREMENTS ST (DRL)

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1. Title of Contract, Project, SOW, etc. Safety and Fire Services			b. Contract/RFP No. 9-BJ-V63-03-01P		c. DRL Date/Mod Date 4/8/03	
Line item no. 21	2. DRD Title Conflict of Interest Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date w/ proposal	6. 1 <sup>st</sup> subm. date AR	7. Copies a. Type b. Other Print Other
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks 6 copies submitted with proposal 1 copy each to CO and COTR once approved and for updates			
Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b.
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks			
Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b.
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks			
Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b.
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks			

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title  MA-S-5, Management Reports	2. Current Version Date 4/4/03	3. DRL Line Item No. 1	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
4. Use (Define need for, intended use of, and/or anticipated results of data) Reports of activities and tasks performed by the contractor for review by NASA management.			
5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	

## 8. Preparation Information (Include complete instructions for document preparation)

### 1. GENERAL: Management reports consist of:

- Weekly activity reports which provide NASA management (including contract administration) information leading to timely assessment and response to specific issues and observations.
- Quarterly technical management reports which highlight noteworthy activities and task accomplished with emphasis on noteworthy safety issues, accomplishments, opportunities for improvement, the contractors self evaluation of its performance, and other items requiring management attention.
- "Morning reports" that provide NASA management with a summary of recent activities and incidents.
- Days Away Case reports to notify NASA management of newly reported Days Away cases.
- Preliminary incident investigation reports to notify NASA management of an incident and the preliminary investigation conducted.
- List of missing lockout/tagout devices that inform NASA management of missing locks and other lockout/tagout devices to allow recover of missing devices if possible.

2. WEEKLY ACTIVITY REPORT: Must be capable of being consolidated into the weekly activity report of the Safety and Test Operations Division. The report due date will be specified by division management.

QUARTERLY TECHNICAL MANAGEMENT REVIEW (TMR) REPORT: The TMR report will include significant tasks and other accomplishments of the contractor for each quarter. Report the information in summary fashion and organize it around the Statement of Work. Include a self-evaluation of contract performance as an integral part of this report, including metrics on performance as defined in the SOW and any other contractor defined metrics. Analyzed the data presented and explained it in the report with the intent of preventing recurrence of substandard performance by the contractor or by the Government and to capture and retain excellence in performance of the JSC safety program. This self evaluation may discuss any off nominal performance such as exceptionally good or poor quality of products, unusual or unplanned costs incurred, actions not completed by the due date or completed in an exceptional manner in face of tight schedules, innovative solutions which enhance the safety program performance in terms of cost, schedules, or products, and potential opportunities for improvement to be considered by NASA management. Use graphical representation for data where warranted. Note specific safety issues and accomplishments (including candidates for improvement in the JSC safety program) in enough detail to apprise NASA management of any item requiring their attention and subsequent response.

### 4. DAILY STATUS (Morning) REPORTS: Daily (working days) status reports will include the following:

Ambulance/Emergency Fire Runs, Safety Action Hotline Calls, JSC Close Calls, Recordable Injury Reports, New JSC Rac 1 or 2 Hazard Abatement Tracking System Items, and other significant safety issues/items.

5. DAYS AWAY CASE REPORTS: Provide electronic notification to NASA management when a Days Away case has been reported to the Safety and Fire Services contractor.

6. PRELIMINARY INCIDENT INVESTIGATION REPORTS: Reports include a preliminary summary of the incident and any potential or contributing causes. Include pictures where appropriate.

7. LIST OF MISSING LOCKOUT/TAGOUT DEVICES: Provide a list at least monthly of missing locks and other lockout/tagout devices to include, as a minimum: devices missing, time missing, and persons issued to. Provide the list to the Safety and Test Operations Division and responsible organizations on the list.

# JSC DATA REQUIREMENTS DESCRIPTION

(Based on JSC-STD-123)

DRD Title  MA-S-10, Management Plan	2. Date of current version  04/07/03	3. DRL Line Item  2	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
4. Use (Define need for, intended use of, and/or anticipated results of data)  Establishes how the contractor will administer contractual requirements			5. DRD Category <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Instructions.			

The Management Plan is the master plan, which describes the overall contractor system for managing and implementing the contract statement of work and for maintaining acceptable contract performance. The plan should be summary in nature, but should provide enough information to define the concepts and techniques the Contractor will use in its approach to project management. Submit this plan with the proposal. The plan must include:

- a. Organization chart for contract functions, including lines of authority and how individual management functions fit within the company to satisfy contract requirements. Supporting documentation on roles and responsibilities, management relationships, task assignments, and products are required.
- b. Key personnel required with roles and responsibilities as required in the SOW. Provide rationale for designating each position as "key" and justify each individual proposed.  
The minimum requirement for key personnel is a Project Manager, who is responsible for managing all the work on the contract. Minimum qualifications: Bachelor's degree in architecture or any engineering field, registration, or qualified to be registered, as a Professional Engineer in the State of Texas, or as a Certified Safety Professional; and 10 years experience in responsible charge of safety engineering work.
- c. Functional personnel descriptions. Provide a description of each position on the contract to include roles and responsibilities and qualifications.
- d. Staffing levels and other resource allocations. Provide the numbers of personnel for each position defined in item 3 above. Describe other resources required and how they will be allocated.
- e. Training for contract personnel and approach to maintaining a qualified work force. Describe training, qualification, and certification program. Define your approach to minimizing turnover and maintaining personnel qualifications.
- f. Risks to contract performance and proposed actions to mitigate those risks.
- g. Describe what metrics you will track, how you will gather the information, and your method of verification.
- h. Management reviews and reports. Describe internal management reviews and management reviews with NASA to review contract issues and assess contract performance. Define method and schedule for providing reports required in the DRL and additional reports proposed by the contractor.
- i. Financial management. Describe the system for planning, tracking, accumulating, and reporting contract costs and providing other financial support required to meet the budgeting, cost reporting, billing, and disclosure documents of the contract.
- j. Contract performance management. Describe management systems used to monitor and report contract performance. Include approach to maintaining acceptable performance with changing priorities and requirements.
- k. Process for avoiding conflict of interest, such as providing safety reviews for other products or services from your company.
- l. Management systems and company policies that would enhance performance on the contract such as tracking work, discipline, and performance appraisals.
- m. Other significant management details that will affect performance of the contract. This may include items such as subcontracts or vendor agreements, interfaces with NASA, and vehicles and equipment.

Traceability to the SOW provisions will be a basic feature of this plan for items 1 - 4 listed above.

The Contractor shall notify the Government of any significant changes to the Contractor's organizations, methods of operation, or project management network.

Upon Government approval, the plan shall form the basis for the Contractor's overall program management system. The Contractor shall submit updates to NASA for approval, as they are required.

The plan will be part of the contract, and as such may be releasable under the Freedom of Information Act (FOIA). To prevent release under FOIA, contractor may mark all pages of the management plan proprietary.

Format. Contractor's format is acceptable.

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title A-1-1, Safety and Health Plan	2. Current Version Date 10/02 (replaces 7/02 version)	3. DRL Line Item No. 3	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
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4. Use (Define need for, intended use of, and/or anticipated results of data)  
Establishes Safety, Health, and Environmental Compliance Plan for contractors providing support to JSC organizations

\*\*\*The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA	6. References (Optional) NPG 8715.3 (as revised); JPG 1700.1 (as revised)	7. Interrelationships (e.g., with other DRDs) (Optional) See block 8. below
8. Preparation Information (Include complete instructions for document preparation)		

NOTE: UPON NASA APPROVAL, THE CONTRACTOR'S SAFETY, HEALTH, and ENVIRONMENTAL COMPLIANCE PLAN ("The Plan") BECOMES A CONTRACTUAL REQUIREMENT.

Frequency of submission. One time only (with the proposal).

Distribution. After the plan is approved by NASA, the Contracting Officer will retain the plan in the contract file. The contractor will send additional copies to each of the following:

NS/Safety and Test Operations Division (2 copies)  
SD13/Occupational Health Officer (1 copy)  
JA131 / Environmental Services (1 copy)  
Contracting Officer's Technical Representative (1 copy)

Subsequent revisions to the plan. The contractor may revise the plan at any time or at the direction of the Government. Revisions are subject to Government review and approval. Distributions of approved revisions will be as described above.

Other deliverables. The requirements for this plan as detailed in the instructions on plan content below include instructions for specific reports and data to be submitted to the Government. These instructions are to be included in the plan and represent contractual commitments by the contractor to provide this information.

## Format:

1. Cover page - to include as a minimum the signatures of Contractor's project manager and designated safety official (if different); NASA COTR; JSC Occupational Safety Branch; and the NASA Contracting Officer. Other signatures may be required at the discretion of the Government.
2. Table of Contents. See content below.
3. Body of plan - as required. Contractor's format is acceptable but should be traceable to the elements of the content below.
4. When preparing its plan, the offeror/contractor is expected to review all the items below and tailor its plan accordingly. Certain requirements set forth in this DR may be specific for contractor operations performed at JSC, Ellington Field, or Sonny Carter Training Facility in the Clear Lake, Texas, area; tailoring of the plan to the requirements of specific establishments is acceptable. The plan will clearly identify those resources to be provided by the contractor and provided by the Government. This review and supporting rationale is to be made available to the Government as part of this plan. It can be documented as a checklist or outline, inserted directly in the body of the plan, or in any format developed by the contractor that clearly conveys the results of this review including the basis for any underlying assumptions.
5. Authority: FAR 52.223-1 through -5, -10; NFS 18-23.70, 18-52.223-70, 18-52.223-73.

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# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

## Content:

1. **MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION.**
  - 1.1. Policy. Provide the contractor's safety, health, and environmental compliance policy statement with the plan. Compare the contractor's policy statement with those of NASA and OSHA and discuss any differences.
  - 1.2. Goals and Objectives.
    - 1.2.1. Describe specific safety and health goals and objectives to be met. Discuss status of safety program using the "Performance Evaluation Profile" as safety performance criteria. Describe the contractor's approach to continuous improvement (including milestone schedule) using level 5 of the Performance Evaluation Profile as a guideline.
    - 1.2.2. Describe Environmental Goals & Objectives to be met for the following:
      - a. Pollution Prevention and Source Reduction of:
        - (1) Hazardous and Industrial Solid Wastes
        - (2) Solid Wastes (trash, refuse)
        - (3) Wastewater Discharges (sanitary sewerage)
        - (4) Air Emissions
        - (5) Medical & Radiological Discharges
      - b. Affirmative Procurement (Purchase of Environmentally Preferable Materials IAW Executive Order)
      - c. Hazardous Materials Handling/Purchasing/Reduction/Replacement
      - d. Elimination from Specifications and Standards requirements for the use of Hazardous/Toxic Substances & Materials
      - e. Use of an Environmental Planning Checklist to review & document Impacts of New and Modified Programs, Projects, Activities and Operations.
      - f. Life cycle analysis and costing
      - g. Incorporating Environmental Requirements in Subcontracts
      - h. Participation in JSC Recycling
      - i. Outreach programs
  - 1.3. Management Leadership. Describe management's procedures for implementing its commitment to safety, health, and environmental compliance through visible management activities and initiatives including a commitment to exercise management prerogatives to ensure workplace safety and health. Describe processes and procedures to making this visible in all contract and subcontract activities and products. Include a statement from the project manager or designated safety official indicating that the plan will be implemented as approved and that the project manager will take personal responsibility for its implementation.
  - 1.4. Employee Involvement. Describe procedures to promote and implement employee (e.g., non-supervisory) involvement in safety, health, and environmental compliance program development, implementation and decision-making. Describe the scope and breadth of employee participation to be achieved so that approximate safety and health risk areas of the contract are equitably represented.
  - 1.5. Assignment of Responsibility. Describe line and staff responsibilities for safety and health program implementation. Identify any other personnel or organization that provides safety services or exercises any form of control or assurance in these areas. State the means of communication and interface concerning related issues used by line, staff, and others (such as documentation, concurrence requirements, committee structure, sharing of the work site with NASA and other contractors, or other special responsibilities and support.) As a minimum, the contractor will identify the following:
    - 1.5.1. Safety Representative - identify by title the individual who will be trained and certified in accordance with JPG 1700.1 to be responsive to Center-wide safety, health, environmental, and fire protection concerns and goals, and who will participate in meetings and other activities related to the JSC Safety and Health program.
    - 1.5.2. Company Physician/Occupational Injury/Illness case manager - identify a point of contact who is responsible for the transfer or receipt of company medical data and who will be the primary contact for the company in the event any employee suffers a work related injury or illness (such as the company physician) by name, address, and telephone number to the JSC Clinic, mail code SD22. This will facilitate communication of medical data to contractor management. Prompt notification to the JSC Occupational Health/ Clinic shall be given of any changes that occur in the identity of the point of contact. A letter to the JSC Occupational Health Office can accomplish initial identification of point of contact and subsequent updates with a copy sent to the Contracting Officer. The initial letter is to be received by the Government prior to contract start.
    - 1.5.3. Building Fire Wardens - provide a roster of fire wardens (their names, phone numbers and pagers, and mail codes). Contractor fire wardens are needed to facilitate the JSC fire safety program, including coordination of related issues with NASA facility managers and emergency planning and response officials and their representatives. Fire wardens will be trained in accordance with JPG 1700.1. The roster shall be maintained by letter to JSC Occupational Safety, mail code NS2, with copies to the Contracting Officer and Contracting Officer's Technical Representative. The initial letter shall be received by the Government not later than 15 days after contract start.

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# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

3. Provision of Authority. Describe consistency of the plan for compliance with applicable NASA and JSC requirements and contractual direction as well as applicable Federal, state, and local regulations and how compliance will be maintained throughout the life of the contract.
- 1.7. Accountability. Describe procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe and healthful and environmentally compliant manner. The use of traditional and/or innovative personnel management methods (including discipline, motivational techniques, or any other technique that ensures accountability) will be referenced as a minimum and described as appropriate.
- 1.8. Program Evaluation. The program evaluation consists of:
  - 1.8.1. Participation in a Performance Evaluation Profile (PEP) survey at the request of the Government. The PEP survey normally will be scheduled and administered at the discretion of the Government. If the Government chooses not to do the PEP in a given year, the contractor may at its option initiate its own PEP by contacting JSC Occupational Safety, code NS2, for assistance. The contractor will not be required to take two or more PEP surveys in any contract year.
  - 1.8.2. [Reserved.]
  - 1.8.3. A written self-evaluation report to be delivered by Sept 30 of each year. The self-evaluation shall follow the VPP program evaluation report format found in OSHA TED 8.1, Revised Voluntary Protection Programs (VPP) Policies and Procedures Manual, Appendix H, "Format for Program Evaluation Report", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self-evaluation provided that all action plans and status are updated. The self evaluation shall as a minimum cover the elements of the approved safety and health plan.
  - 1.8.4. Miscellaneous Reports. The contractor will acknowledge the following as standing requests of the Government and to be handled as described below.
    - a. Roster of Terminated Employees. Identify personnel terminated by contractor. Send to the JSC Occupational Health Officer, mail code SD13, no later than 30 days after the end of each contract year or at the end of the contract, whichever is applicable. At the contractor's discretion, the report may be submitted for personnel changes during the previous year or cumulated for all years. Information required:
      - (1) Date of report, contractor identity and contract number.
      - (2) For each person listed, provide name, social security number, and date of termination.
      - (3) Name, address, and telephone number of contractor representative to be contacted for questions or other information.
    - b. Material Safety Data. The contractor shall prepare and/or deliver Material Safety Data for hazardous materials brought onto Government property or included in products delivered to the Government. This data is required by the Occupational Safety and Health Administration (OSHA) regulation, 29 CFR 1910.1200, "Hazard Communication", EPA "Emergency Planning and Community Right-to-Know (EPCRA, ref. 40 CFR 302, 311, 312); and the Texas Department of Health (TDH, ref. Chapters 505-507 of the Health and Safety Code), and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. 1 copy of each MSDS will be sent upon receipt of the material for use on NASA property to the JSC Central Repository, Occupational Health and Test Support, Mail Code SD13, along with information on new or changed locations and/or quantities normally stored or used. If the MSDS arrives with the material and is needed for immediate use, the MSDS shall be delivered to the Central Repository by close of business of the next working day after it enters the site.
    - c. Hazardous Materials Inventory. The contractor shall compile an inventory report of all hazardous materials it has located on Government property not less than annually, and which is within the scope of 29 CFR 1910.1200, "Hazard Communication"; and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. The call for this annual inventory and instructions for delivery will be issued by the JSC Occupational Health and Test Support Office, mail code SD13. This information shall use the format used by JSC for chemical inventory compilation to provide the following:
      - (1) the identity of the material;
      - (2) the location of the material by building and room;
      - (3) the quantity of each material normally kept at each location
      - (4) peak quantity stored
      - (5) actual or estimated rate of annual usage of each chemical
- 1.9. Government Access to Safety and Health Program Documentation. The contractor shall recognize in its plan that it will be expected to make all safety, health, and environmental documentation (including relevant personnel records) available for inspection or audit at the Government's request. Electronic access by the Government to this data is preferred as long as Privacy Act requirements are met and Government safety and health professionals and their representatives have full and unimpeded access for review and audit purposes. For contractor activities conducted on NASA property, the contractor will identify what records it will make available to the Government in accordance with the Voluntary Protection Program criteria of OSHA as implemented in JPG 1700.1, "JSC Safety and Health Handbook",

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# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

as revised. For the purpose of this plan, safety, health, and environmental compliance documentation includes but is not limited to logs, records, minutes, procedures, checklists, statistics, reports, analyses, notes, or other written or electronic document which contains in whole or in part any subject matter pertinent to safety, health, environmental protection, or emergency preparedness.

- 1.10. The contractor may be requested to participate in the review and modification of safety requirements that are to be implemented by the Government including any referenced documents therein. This review activity will be implemented at the direction of the NASA Contracting Officer's Technical Representative in accordance with established NASA directives and procedures.
- 1.11. Procurement. Identify procedures used to assure that procurements are reviewed for safety, health and environmental compliance considerations and that specifications contain appropriate safety criteria and instructions. Set forth authority and responsibility to assure that safety tasks are clearly stated in subcontracts.
- 1.12. Certified Professional Resources. Discuss your access to certified professional resources for safety, health, and environmental protection. Discuss their roles in motivation/awareness, worksite analysis, hazard prevention and control, and training.
2. WORKSITE ANALYSIS. Hazards shall be systematically identified through a combination of surveys, analyses, and inspections of the workplace, investigations of mishaps and close calls, and the collection and trend analysis of safety and health data such as: records of occupational injuries and illnesses; findings and observations from preventive maintenance activities; reports on hazardous substance spills and inadvertent releases to the environment; facilities related incidents related to partial or full loss of systems functions; etc. Hazards identified by any of the techniques identified below shall be ranked and processed in accordance with JPG 1700.1. All hazards on NASA property, which are immediately dangerous to life or health, shall be reported immediately to the Occupational Safety Office. All safety engineering products that address operations, equipment, etc., on NASA property will be subject to JSC SR&QA review and concurrence unless otherwise waived by the JSC Occupational Safety Office.
- 2.1. Industrial Hygiene. Describe your industrial hygiene program and how it will be coordinated with the JSC government provided resources for industrial hygiene. In the event corporate resources are used to determine workplace exposures, copies of all monitoring data shall be provided to JSC Occupational Health within 15 days of receipt of results.
- 2.2. Hazard Identification. Describe the procedures and techniques to be taken to compile an inventory of hazards associated with the work to be performed on this contract. This inventory of hazards shall address the work specified in this contract as well as operations and work environments in the vicinity or in close proximity to contract operations. The results will be reported to the Government in a manner suitable for inclusion in facilities baseline documentation as a permanent record of the facility. Specific techniques to be considered include:
  - Comprehensive Survey – A "wall to wall" engineering assessment of the work site including facilities, equipment, processes, and materials (including wastes – (TNRCC/EPA solid & hazardous, radioactive, explosives, medical-infectious-biological). ). The comprehensived survey will establish a baseline of hazards that may put contract assets at risk as early as is feasible, preferably at contract start.
- 2.2.2. Change (Pre-use) Analysis – Typically addresses modifications in facilities, equipment, processes, and materials (including waste); and related procedures for operations and maintenance. Change analyses periodically will be driven by new or modified regulatory and NASA requirements.
- 2.2.3. Hazard Analysis – may address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs. Analyses and report formats will be in accordance with JSC 17773, "Preparing of Hazard Analyses for JSC Ground Operations."
- 2.3. Inspections.
- 2.3.1. Routine Inspections. Includes assignments, procedures, and frequency for regular inspection and evaluation of work areas for hazards and accountability for implementation of corrective measures. The contractor will describe administrative requirements and procedures for control of and regularly scheduled inspections for fire and explosion hazards. The contractor has the option, in lieu of this detail, to identify policies and procedures with the stipulation that the results (including findings) of inspections conducted on NASA property or involving Government furnished property will be documented in safety program evaluations or the monthly Accident/Incident Summary reports. Inspections will identify
  - a. Discrepancies between observed conditions and current requirements, and
  - b. New (not previously identified) or modified hazards.
- 2.3.2. Protective Equipment. Set forth procedures for obtaining, inspecting, and maintaining all appropriate protective equipment, as required, or reference written procedure pertaining to this subject. Set forth methods for keeping records of such inspections and maintenance programs.
- 2.4. Employee Reports of Hazards – identification of methods to encourage employee reports of hazardous conditions (e.g., close calls) and analyze/abate hazards. The contractor will describe steps it will take to create reprisal-free employee reporting with emphasis on management support for employees and describe methods to be used to incorporate employee insights into hazard abatement and motivation / awareness activities.
- 2.5. Accident and Record Analysis.
  - Mishap Investigation – identification of methods to assure the reporting and investigation of mishaps including corrective actions implemented to prevent recurrence. The contractor will describe the methods to be used to report and investigate mishaps on NASA

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# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

property and on contractor or third party property. The contractor will describe its procedures for implementing use of NASA forms as specified in JPG 1700.1 and alternate forms used by contractor with emphasis on timely notification of NASA; investigation procedures; exercise of jurisdiction over a mishap investigation involving NASA and other contractor personnel; follow up of corrective actions; communication of lessons learned to NASA; and solutions to minimize duplications in reporting and documentation including use of alternate forms, etc. The contractor will discuss its procedures for immediate notification requirements for fires, hazardous materials releases, and other emergencies. The contractor will include appropriate details to address the use of NASA Form 1627, "Mishap Report" (or equivalent), including 24-hour and ten-day mishap reports to JSC Occupational Safety, mail code NS2. Note: the NASA Form 1627 is not attached since it is a three part carbonless form not conducive to reproduction. This form can be obtained from JSC's Printing Services.

- 2.5.2. Trend Analysis – describe approach to performing trend analysis of data (occupational injuries and illnesses; facilities, systems, and equipment performance; maintenance findings; etc.) Discuss methods to identify and abate common causes indicated by trend analysis. In support of site-wide trend analysis to be performed by the Government, the contractor will discuss method of providing data as follows:
- a. Accident/Incident Summary Report. The contractor shall prepare and deliver Accident/Incident Summary Reports as specified on JSC Form 288, "Accident / Incident Statistics" (attached), as revised. All new and open mishaps, including vehicle accidents, incidents, injuries, fires, and close calls shall be described in summary form along with current status. Negative reports are also required monthly. Report frequency is monthly; Date due is the 10<sup>th</sup> day of the month following each month reported. Report to be delivered to the JSC Safety, Reliability, and Quality Assurance Office through the Occupational Safety Office, mail code NS2, by fax to 281-244-0426 or by attaching to an e-mail and transmitting to mishaps@ems.jsc.nasa.gov.
  - b. Log of Occupational Injuries and Illnesses. For each establishment on and off NASA property that performs work on this Contract, the Contractor shall deliver to the Government a copy of its annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29, Code of Federal Regulations, Subpart 1904.5. Copy of all summaries as required above under Contractor's cover letter. If contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required by JSC Form 288. Data shall be compiled and reported by calendar year and provided to the Government within 45 days after the end of the year to be reported (e.g. not later than February 15 of the year following.)
3. HAZARD PREVENTION AND CONTROL. Identified hazards must be eliminated or controlled. In the multiple employer environment of the center, it is required that hazards including discrepancies and corrective actions be collected in a center wide information system (Hazard Abatement Tracking System (HATS) for risk management purposes. Describe your approach to implementing this requirement.
- 3.1. Appropriate Controls. Discuss approach to consideration and selection of controls. Discuss use of hazard reduction precedence sequence (see JPG 1700.1). Discuss approach to identifying and accepting any residual risk. Discuss implementation of controls including verifying effectiveness. Discuss scope of coverage (hazardous chemicals, equipment, discharges, waste, energies, etc.). Discuss need for coordination with safety, health, environmental services, and emergency authorities at NASA.
  - 3.2. Hazardous Operations and Processes. Establish methods for notification of personnel when hazardous operations and processes are to be performed in their facilities or when hazardous conditions are found to exist during the course of this contract. JPG 1700.1 will serve as a guide for defining, classifying, and prioritizing hazardous operations; 29 CFR 1910.119 will be the guide for hazardous processes. Develop and maintain a list of hazardous operations and processes to be performed during the life of this contract. The list of hazardous operations and processes will be provided to JSC as part of the plan for review and approval. JSC and the Contractor will decide jointly which operations and processes are to be considered hazardous, with JSC as the final authority. Before hazardous operations or processes commence, the Contractor will develop a schedule to develop written procedures with particular emphasis on identifying the job safety steps required. NASA will have access on request to any contractor data necessary to verify implementation. For all identified operations or processes that may have safety or health implications outside contract operations, the contractor shall identify such circumstances to the JSC Occupational Safety Branch and Occupational Health and Test Support Office who will provide additional instructions for further NASA management review and approval.
  - 3.3. Written Procedures. Identification of methods to assure that the relevant hazardous situations and proper controls are identified in documentation such as inspection procedures, test procedures, etc., and other related information. Describe methods to assure that written procedures are developed for all hazardous operations, including testing, maintenance, repairs, and handling of hazardous materials and hazardous waste. Procedures will be developed in a format suitable for use as safety documentation (such as a safety manual) and be readily available to personnel as required to correctly perform their duties.
  - 3.4. Hazardous Operations Permits. Identify facilities, operations and/or tasks where hazardous operations permits will be required as specified in JPG 1700.1 such as confined space entry, hot work, etc.) Set forth guidance to adhere to established NASA JSC procedures. Clearly state the role of the safety group or function to control such permits.

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# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

- Operations Involving Potential Asbestos Exposures. Set forth method by which compliance is assured with JSC Asbestos Control Program as established in JPG 1700.1, as revised, and JPG 8800.1, "Asbestos Control Manual," as revised.
- 3.6. Operations Involving Exposures to Toxic or Unhealthful materials. Such operations must be evaluated by the JSC Occupational Health Office and must be properly controlled as advised by same. JSC Occupational Health Office must be notified prior to initiation of any new or modified operation potentially hazardous to health.
- 3.7. Environmental Operations & Activities
- 3.7.1. Operations Involving Hazardous Waste. Identify procedures used to manage hazardous waste from point of generation through disposal. Clearly identify divisions of responsibility between contractor and NASA for hazardous waste generated throughout the life of the contract. Operations that occur on site at JSC, SCTF, or Ellington Field must be evaluated by the JSC Environmental Services Office and must be properly controlled as advised by same. JSC Environmental Services Office must be notified prior to initiation of any new or modified operations, equipment, systems, or activities generating new hazardous wastes or where the chemicals change or there are volume increases of 25% or more on site at JSC, SCTF, or Ellington Field.
- 3.7.2. Operations Involving New or Modified Emissions/Discharges to the Environment. Set forth methods for identifying new or modified emissions/discharges and coordinating results with the Environmental Services Office, mail code JA131. Set forth a plan of procedures to conduct pollution prevention, waste minimization or source reduction/elimination of environmental pollution. Address management and continuous improvement for the reduction of hazardous materials; substitution of non-hazardous or less hazardous materials for hazardous materials; proper segregation of hazardous wastes from non-hazardous wastes; and other methods described by NASA, EPA, GSA, and Executive Order recycled content / affirmative procurement purchases. The JA131/Environmental Office is the single point of contact for coordinating all JSC environmental permits. Emphasis shall be placed on providing for sufficient lead time for processing permits through the appropriate state agency and/or the Environmental Protection Agency.
- 3.8. Discuss your responsibilities for maintaining facilities baseline documentation in accordance with JSC requirements. The contractor will implement any facilities baseline documentation tasks (including safety engineering) as provided in the contractor's plan approved by NASA or as required by Government direction.
- 3.9. Preventive Maintenance. Discuss approach to preventive maintenance. Describe scope, frequency, and supporting rationale for your preventive maintenance program including facilities and /or equipment to be emphasized or de-emphasized. Discuss methods to promote awareness in the NASA community (such as alerts, safety flashes, etc.) when preventive maintenance reveals design or operational concerns in facilities and equipment (and related processes where applicable).
- Medical (Occupational Healthcare) Program. Discuss your medical surveillance program and injury /illness case management to evaluate personnel and workplace conditions to identify specific health issues and prevent degradation of personnel health as a result of occupational exposures. Discuss approach to Cardiopulmonary Resuscitation (CPR), first aid, and return to work policies and the use of government provided medical and emergency facilities for the initial treatment of occupational injuries/illnesses.
- 3.11. Hazard Correction and Tracking. Discuss your system for correcting and tracking safety, health, and environmental hazards with particular emphasis on integration with JSC's Hazard Abatement Process (found online at <http://www.srga.jsc.nasa.gov/HATS/>). (The scope is restricted to establishments at JSC, Sonny Carter Training Facility, and Ellington Field.) This includes the following:
- 3.11.1. Personnel awareness of hazards. Discuss your approach to communicate unsafe conditions and approved countermeasures to your employees. Discuss your approach to communicating such conditions to the Government and other contractors whose personnel may be exposed to such unsafe conditions. Discuss communications with facility managers. Discuss use of the NASA Lessons Learned Information System for both obtaining lessons from other sources and as a repository for lessons learned during performance of the contract.
- 3.11.2. Interim and Final Abatement Plans. Describe how you will approach interim and final abatement of hazards. Describe how you will provide data to the JSC Hazard Abatement Tracking System for all hazards that are not finally abated (all interim and final abatement actions completed) within 30 days of discovery. Discuss your approach to posting such plans using JSC Form 1240, "JSC Notice of Safety or Health Hazard and Action Plan", or equivalent. Discuss compatibility of your system with JSC's the role of facility managers in abatement planning, implementation, and verification.
- 3.12. Disciplinary System. Describe your system for ensuring safety and health discipline in your personnel (including subcontractors). Describe your approach to modifying personnel behaviors when personnel are exhibiting discrepant safety and health performance.
- 3.13. Emergency Preparedness. Discuss approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental spill /releases, etc. Discuss compliance with 29 CFR 1910.120 (HAZWOPER) and role in JSC Incident Command System (see JPG 1700.1 for details). Discuss methods to be used for notification of JSC emergency forces including emergency dispatcher, safety hotline, director's safety hotline, etc. Discuss establishment of pre-planning strategies through procedures, training, drills, etc. Discuss methods to verify emergency readiness.
4. SAFETY AND HEALTH TRAINING. Describe the contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses for protective and/or emergency countermeasures, including training to meet federal, state, and local regulatory requirements. In doing so, the contractor will factor parallel requirements found in other mandates such as environmental protection [example: 29 CFR 1910.38 for emergency action plans

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# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

*(Based on JSC-STD-123)*

and fire prevention plans versus EPA Resource Conservation & Recovery Act (RCRA) for Emergency Planning and Community Right-to-know (EPCRA).] Describe approach to identifying training needs including traceability to exercises such as job safety analyses, performance evaluation profiles, hazard analyses, mishap investigations, trend analyses, etc. Describe approach to training personnel in the proper use and care of protective equipment (PPE). Discuss tailoring of training towards specific audiences (management, supervisors, and employees) and topics (safety orientation for new hires, specific training for certain tasks or operations). Discuss approach to ensure that training is retained and practiced. Discuss personnel certification programs. Certifications should include documentation that training requirements and physical conditions have been satisfied (examples include physical examination, testing, and on-the-job performance). Address utilization of JSC safety and health training resources (such as asbestos worker training/certification, hazard communication, confined space entry, lockout/tagout, etc.) as appropriate with particular emphasis on programs designed for the multiple employer work environment on NASA property. All training materials and training records will be provided to NASA, and other federal, State, and local agencies for their review upon request. If the contractor wishes to train their personnel in any regulatory mandated training, an agreement will be secured with JSC Occupational Safety Branch and Occupational Health and Test Support office prior to beginning training. The agreement will ensure that safety and health training resources available from NASA are utilized where appropriate and to ensure that contractor-supplied training is in agreement with JSC safety and health processes.

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version	3. DRL Line	RFP/Contract No. (Procurement
Quality Plan	Date	Item No.	completes)
	November 2001	4	9-BJ-V63-03-01P

4. Use (Define need for, intended use of, and/or anticipated results of data)  
The Quality Plan is used to document the specific details of the contractor's Quality Management System (QMS) related to a specific product or process.

5. DRD Category: (check one) ☐ Technical ☐ Administrative ☒ SR&QA

6. References (Optional)

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

## Scope:

Prepare a contract specific Quality Plan which ensures the quality Test Safety and Fire Protection System Maintenance services. Submit the Quality Plan is with your proposal. The plan will be approved by the Contracting Officer concurrent with Contract award.

Format: The Quality Plan format shall match the elements of the ANSI/ISO/ASQC – 2000 standard.

Contents: The quality plan shall address each element of the ANSI/ISO/ASQC – 2000 standard and the additional requirements identified below:

## Additional Requirements:

Identify the methods, procedures, and controls you will use to ensure the quality, and timeliness of the Test Safety and Fire Protection System Maintenance services.

Describe how you will follow the JSC Quality Management System for the other tasks areas of the SOW.

Identify work instructions needed for the contract. This may include work instructions currently on the NS Master List and other work instructions that will be internal to the contract.

## Maintenance:

Submit all changes and updates to the Quality Plan to the CO for approval.

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
MA-S-2, Safety and Fire Protection Surveys	4/4/03	5	9-BJ-V63-03-01P

4. Use (Define need for, intended use of, and/or anticipated results of data)

Safety and Fire Protection Surveys are used to identify hazards in JSC operations for disposition by JSC management. This data requirement is unique to this contract.

5. DRD Category: (check one) ☒ Technical ☐ Administrative ☐ SR&QA

6. References (Optional)

NHB 1700.1 (Vol. 1, as revised), JPG 1700.1 (as revised)

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

1. GENERAL: The contractor performs safety and fire protection surveys in JSC facilities and operations as dictated by other sections of the Statement of Work. The frequency of these surveys depends on factors such as the safety and mission criticality of the facility or operations, OSHA and NASA requirements, and the maturity of the facility or operation.

2. SAFETY SURVEYS: Safety survey reports of JSC facilities and operations must clearly identify all hazards noted. Clearly and concisely state the rationale for these hazards, using engineering methodologies wherever warranted. The format may vary according to the needs of the Safety and Test Operations Division and NASA Headquarters. Emphasize possible risk reduction options for management consideration. Do not include listings of alternatives for minor safety hazards associated with housekeeping problems, etc. Include all analyses done during the survey in the report.

3. FIRE PROTECTION SURVEYS: Fire protection surveys of JSC facilities and operations must clearly identify all fire hazards noted. Clearly and concisely state the rationale for these hazards, using engineering methodologies wherever warranted. The format may vary according to the needs of the Safety and Test Operations Division and NASA Headquarters. Emphasize possible risk reduction options for management consideration. Do not include listings of alternatives for minor safety hazards associated with housekeeping problems, etc. Include all analyses done during the survey in the report.

4. FORMAT: Format will vary according to the needs of the Safety and Test Operations Division and NASA Headquarters.

# JSC DATA REQUIREMENTS DESCRIPTION

(Based on JSC-STD-123)

1. DRD Title MA-S-3, Annual Safety Program Audit Report	2. Date of current version 03/31/03 (complete revision)	3. DRL Line Item 6	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
4. Use (Define need for, intended use of, and/or anticipated results of data) Annual report of safety program for senior managers; provides data for annual report to OSHA.			5. DRD Category <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional) JPG 1700.1, Parts 1 - 4		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Instructions.			

The report documents your assessment of the status of JSC's institutional safety and health program with particular emphasis on significant positive and negative trends. It does not provide listings of minor safety hazards.

a. Content. The report must include:

- An assessment of each element and safety-related sub element of JSC's safety and health program described in JPG 1700.1, Parts 1 - 4.
- Recommendations for management action, prioritized management consideration.

b. Data sources. Data sources for the report will typically include:

- Audits and inspections done per the Statement of Work.
- Program Evaluation Profile results.
- Status of institutional safety goals and objectives.
- Safety awareness, hazard abatement, safety discrepancy, close call, and mishap data.
- Significant accomplishments and current problems.
- Procedures and observed or reported work practices.
- Other information you feel is necessary.

c. Data collection and analysis. Identify any data collection and analysis issues to the COTR along with recommendations for resolution or implementation. Issues may address the analytical and data collection strategy, information processing, interfaces with data sources within the JSC community, etc.

d. Format. The format will generally follow the format of JSC's Annual Self Evaluation Report, minus the health-related elements. It may include other items determined necessary by the Safety and Test Operations Division.

e. Period covered and due date. The period covered by each report shall be from January through October of the current calendar year. The report is due by December 1 of each year to support JSC's Annual Self Evaluation.

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
MA-S-4, Fire and Ambulance Response Reports	4/4/03	7	9-BJ-V63-03-01P

4. Use (Define need for, intended use of, and/or anticipated results of data)

5. DRD Category: (check one) ☒ Technical ☐ Administrative ☐ SR&QA

6. References (Optional)

NHB 1700.1 (Vol. 1, as revised), JPG 1700.1 (as revised)

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

1. GENERAL: Complete fire and ambulance response reports for each fire or ambulance response. There is no specific format, but the system for reporting must be patterned after the National Fire Protection Association Standard 901, Uniform Coding for Fire Protection to the extent practical.

2. FIRE REPORTS: Provide fire reports on as required and keep them on file for review by the Safety and Test Operations Division.

3. AMBULANCE REPORTS: Provide ambulance reports as required and keep them on file for review by the Safety and Test Operations Division.

4. ELECTRONIC MAIL TRANSMITTALS: When feasible, send these reports electronically to the Safety and Test Operations Division.

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
MA-S-7, Safety Training Records	4/4/03	8	9-BJ-V63-03-01P

## 4. Use (Define need for, intended use of, and/or anticipated results of data)

Records of Safety related training of NASA and other contractor employees are critical to NASA documentation of its safety and health program compliance and to assure that NASA Training offices have pertinent information on personnel training and development. This data requirement is unique to this contract.

5. DRD Category: (check one) ☒ Technical ☐ Administrative ☐ SR&QA

## 6. References (Optional)

## 7. Interrelationships (e.g., with other DRDs) (Optional)

## 8. Preparation Information (Include complete instructions for document preparation)

1. GENERAL: NASA and its contractors require certain training records from the contractor to maintain their records for their personnel. The Safety and Test Operations Division also requires certain data for metrics purposes. This data applies to the JSC Safety Learning Center, the NASA Safety Training Center, or any other training activities performed in accordance with the Statement of Work section 5.0 Safety Awareness Training and Motivation and section 9.0, NASA Safety Training Center.

### 2. DATA:

#### 2.a To the Safety and Test Operations Division:

2.a.1 Data will include number of students trained in each class, number of KSC badged trainees, total number of students enrolled and completing the courses, and course evaluation data.

2.a.2 Collect course evaluation data per a plan prepared by the contractor and approved by contractor management and the NASA COTR.

#### 2.b To AH/Human Resources: List of all NASA trainees and classes completed.

2.c To Training Offices of contractors and other NASA Centers: Delivered as requested. This data typically will include a list of all attendees and courses completed.

### 3. FREQUENCY: As specified in the Data Requirements List.

### 4. FORMAT: Contractor format unless (1) otherwise specified by the addressees and (2) approved by the NASA COTR.

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DRD Title MA-S-1, Mishap Statistics	2. Current Version Date 4/4/03	3. DRL Line Item No. 9	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
4. Use (Define need for, intended use of, and/or anticipated results of data) Statistical reports on JSC mishap experience are used by JSC and NASA management to assess the effectiveness of the JSC safety program. This data requirement is unique to this contract.			
5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	

## 8. Preparation Information (Include complete instructions for document preparation)

1. GENERAL: Mishap statistical is in the JSC Mishap Database - FRED. The contractor will implement the FRED system per NASA/JSC requirements. Additional data collection, analysis, and reporting which are unique to JSC will be specified in contractual direction.

2. FRED REPORTS: Submit standard reports periodically (daily, monthly, quarterly, annually) as required by NASA Headquarters.

3. OTHER REPORTS: In addition to the standard FRED reports, submit the following per the frequencies dictated:

a. Monthly Mishap Metrics Report – Provide this report for the JSC onsite and offsite civil service and contractor population, including SCTF, EFD, and WSTF, as a whole and for each directorate or office. These reports must include the following data as a minimum: frequency (or incidence) rates, severity rates, number of hours worked, number of employees, number of mishaps, number of days lost from work, dollar totals for government property losses incurred by the onsite JSC team of contractor and civil service personnel as well as each separate population (contractor and civil service personnel), the Standard Industrial Classification (SIC) Code, and the latest available incidence rates for all companies in that SIC code (available from the Department of Labor or OSHA). Other data (such as statistical analyses) may be generated and presented as required to support any further analysis (such as trends).

b. Annual OSHA Report - Prepare this report annually per instructions from NASA Headquarters. Format varies from year to year, but is generally requested in the form of an executive summary which covers the following topics: a list of safety and health program accomplishments, plans (including goals and objectives) for the coming years, and comments or suggestions relative to OSHA's Federal Agency Program requirements. Coordinate the report with the JSC Occupational Health Office.

c. OSHA 300 Log – Prepare this report (Log of Occupational Injuries and Illnesses – OSHA Form 300) for each fiscal year for the JSC civil service population at the JSC site. Follow 29 CFR 1904 – Recording and Reporting Occupational Injuries and Illnesses. Before posting, provide a completed (but unsigned) log to the Safety and Test Operations Division for Certifying Official Signature.

d. VPP Reports – There are three of these reports required annually: (1) for JSC onsite ("within the fence"), (2) for Sonny Carter Training Facility, and (3) for Ellington Field. Prepare each report for the contractor and civil service population as a whole and for each contractor and civil service population separately at each installation. These reports must include the following data as a minimum: frequency (or incidence) rates, severity rates, number of hours worked, number of employees, number of mishaps, number of days lost from work, dollar totals for government property losses incurred by the onsite JSC team of contractor and civil service personnel as well as each separate population (contractor and civil service personnel).

**JSC DATA REQUIREMENTS DESCRIPTION**

(Based on JSC-STD-123)

JRD Title MA-S-12, Training Needs Survey (NSTC)	2. Date of current version 03/31/03	3. DRL Line Item 10	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
4. Use (Define need for, intended use of, and/or anticipated results of data) Identifies NASA safety and risk management training requirements annually to help scheduling of training resources including course development			5. DRD Category <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional)		

**8. Instructions.**

a. Conduct the survey per the requirements of the Safety and Risk Management Division, NASA-Headquarters (Code Q). The survey typically asks customers at all NASA centers to identify the following:

- training offerings to be scheduled from the repertoire of resources available from the NASA Safety Training Center, and
- training offerings not available from the NASA Safety Training Center repertoire and which may be developed by the NSTC or acquired by the NSTC from other sources.
- number of student who need the training.

any special requirements such as need dates

- b. Follow the specific instructions provided by the Safety and Risk Management Division, NASA-Headquarters.
- c. Provide monthly progress reports to the COTR beginning with the receipt of instructions from Headquarters.
- d. Deliver a copy of the final results of the survey as set forth in the data requirements list, item #23, block 8.

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title MA-S-8, Safety Management Information System	2. Current Version Date 4/4/03	3. DRL Line Item No. 11	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
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## 4. Use (Define need for, intended use of, and/or anticipated results of data)

Provides approach to collecting and processing information of interest to the JSC Institutional Safety Program including related reports and maintenance of information. This data requirement is unique to this contract.

5. DRD Category: (check one) ☒ Technical ☐ Administrative ☐ SR&QA

6. References (Optional)

7. Interrelationships (e.g., with other DRDs) (Optional)

## 8. Preparation Information (Include complete instructions for document preparation)

1. GENERAL: The JSC institutional Safety Program is information extensive. Develop a plan to integrate all JSC (specifically, the Safety and Test Operations Division and other customers internal and external to JSC including onsite contractors) for collecting, receiving and inspecting data; tracking and measuring (including trending) processes; and disseminating safety information. This plan must include resources and schedules to ensure a smooth and seamless receipt, tracking, and delivery of this information to targeted audiences and customers. Implement the plan consistent with Federal Information Processing regulations and with NASA customer requirements.

### 2. The plan must address the following as a minimum:

- NASA provided resources required to implement the plan.
- Management plans and processes that the contractor will use to operate / maintain the Safety Information Systems as specified in the Statement of Work.
- Information processes for identifying, analyzing and resolving or correcting hazards in the workplace.
- Status reports on open mishaps (monthly), close calls (weekly), and hazards (monthly), to include as a minimum: how long they have been open, why they are open, and responsible JSC or contractor organization. Reports are for the Safety and Test Operations Division and individual JSC and contractor organizations.
- Automation of standard reports and outputs.

### 3. DATA:

- Initial Plan – 60 days after contract start date.
- Revisions of Plan – Annually by November 15 of each year. Reviewed and update the plan annually or as otherwise directed by the COTR.
- Inputs to Government information technology budget calls.

### 4. NASA INSPECTION REQUIREMENTS:

- Initial Plan – 30 calendar days from receipt. The COTR will direct required revisions (usually by e-mail) and the contractor must implement them immediately to allow NASA approval at the end of this 30-day review period.
- Revisions of the Plan – 30 days from date of receipt. The COTR will direct required revisions (usually by e-mail) and the contractor must implement them immediately to allow NASA approval at the end of this 30-day review period.

5. FREQUENCY: As specified in the Data Requirements List (DRL).

6. FORMAT: Contractor format.

## Template for Contract DRD for NF533 Cost Reporting

### JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123 )

Reviewed By:

*Janice Nesbitt* 4-14-03

Chief,  
Cost Accounting, Reports, and Property Branch  
Financial Management Division

Concurred By:

*J. Bull* 4/17/03  
Chief Financial Officer Date

1. DRD Title Financial reporting	2. Date of current version. April 2003	3. DRL Line Item No.	RFP/Contract No. (Procurement Complete 9-BJ-V63-03-01P
4. Use (Define need for, intended use of, and/or anticipated results of data) Provides summary level cost reporting. Provide a basis for reporting and evaluating cost and expenditure in support of the contract. The data contained in reports must be auditable using Generally Accepted Accounting Principles. Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.			5. Category: Check one <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRD's) (Optional)	

#### 8. Preparation Information (Include complete instructions for document preparation)

The NASA Form 533 (NF533) reports provide data necessary for the following:

1. Projecting costs and hours to ensure that dollar and labor resources realistically support project and program schedules.
2. Evaluating contractors' actual cost and fee data in relation to negotiated contract value, estimated costs, and budget forecast data.
3. Planning, monitoring, and controlling project and program resources.
4. Computing cost in NASA's accounting system, providing program and functional management information, and resulting in liabilities reflected on the financial statements.

is a financial measurement of resources used in accomplishing a specified purpose, such as performing a task, carrying out an activity, acquiring an asset, or completing a unit of work or project. NASA Contractor Financial Management Reporting, NASA Procedures and Guidelines (NPG) 9501.2D, or its most current revision, identifies the cost reporting requirements for a contract.

NASA is required by law to maintain accrual accounting, which requires cost to be reported in the period in which benefits are received, without regard to time of payment. Examples of accrual accounting for common cost elements reported on the NF533 follow:

Cost Element

*Labor*

Reported to NASA as hours are incurred.

*Equipment & Materials  
(commercial off the shelf)  
Manufactured Equipment*

Generally reported to NASA when received and accepted by the contractor.

Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework. Cost should be reported to NASA as the equipment is being manufactured. The straight-line method for estimating accrued costs or the use of supplemental information obtained from the vendor are acceptable methods used to calculate the cost accrual amount.

*Leases*

Reported to NASA using a proration over the life of the lease.

*Travel*

Reported to NASA as costs are incurred.

*Subcontracts*

Actual and estimated costs reported by prime contractors shall include subcontractors' incurred costs for the same accounting period. Where subcontract costs are material, they should be separately identified on NF533 reports. The prime contractor shall include in the total cost of each subdivision of work the accrued cost (including fee, if any) of related subcontractor effort. Subcontractors should, therefore, be required to report cost to the prime contractor, using the accrual method of accounting. If the G&A and fee reported by a subcontractor are at the total subcontractor level, these costs must be allocated to specific subdivisions of work. Data submitted by the subcontractor should be structured similar to the prime contractor's NF533 to enable the prime contractor to properly report to NASA. For Firm Fixed Price subcontracts with a contract value greater than \$500,000, the prime contractor is required to document the methodology used to generate the subcontractor costs reported and provide this information to the Contracting Officer and Center Deputy Chief Financial Officer (Finance).

*Unfilled Orders*

Reported as the difference between the cumulative cost incurred to date and amounts obligated to suppliers and subcontractors.

*Fee*

Should be accrued as earned using a consistent and auditable method to determine the amount. For example: an acceptable method would be to use historical data to determine the amount to accrue each month. Fee

should be reported on the NF533 following the "Total Cost" line. Award fee must be reported by the following categories: Base Fee, Fee Earned, Interim Fee, Provisional Fee, Potential Additional Fee, and Total Fee. If any of the above fee categories do not pertain, they should not be included in the NF533.

#### *Prompt Payment Discounts*

Cumulative cost reported to NASA should be the full incurred cost. The prompt payment discount amount taken should be reported as a separate line item on the NF533 below the cumulative cost amounts for the contract.

The NF533 reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.

The due dates for the NF533M and NF533Q reports are outlined in Chapter 3 of NPG 9501.2D. The following is a summary of the NF533 due date requirements.

<u>NF533 Report</u>	<u>Due Date</u>
NF533M	Due not later than <u>10 working days</u> following the close of the contractor's monthly accounting period.
NF533Q	Due not later than the 15th day of the month preceding the quarter being reported.

due dates reflect the date the NF533 reports are received by personnel on the distribution list, not the date the reports are generated or mailed by the contractor. It is critical that the NF533 reports are submitted in a timely manner to ensure adequate time for NASA to analyze and record the cost into the NASA accounting system.

Uncompensated overtime hours worked should be reported on NF533 reports as a separate line item or in the footnotes.

For contracts which have multiple schedules, a summary NF533 is required to provide a cumulative from inception cost for the contract, regardless of schedule.

An initial NF533 report is required in the NF533Q format to be used as a baseline for the life of the contract. The initial (baseline) NF533Q report shall be submitted by the contractor within 30 days after authorization to proceed has been granted. The initial report shall reflect the original contract value detailed by negotiated reporting categories and shall be the original contract baseline plan. In addition to the initial (baseline) report, monthly NF533 reporting shall begin no later than 30 days after the incurrence of cost.

Column 7b (planned cost incurred/hours worked for the month) and 7d (cumulative planned cost incurred/hours worked) of the NF533M represent the negotiated baseline plan for the contract. There may not be a relationship between the estimates provided in columns 8 of the NF533M to columns 7b and 7d. Columns 7b and 7d represent the legally binding contract negotiated baseline plan plus all authorized changes.

Short- and long-term cost estimates, which include all data entered in columns 8 and 9a on the NF533M and Q reports, shall be based on the most current and reliable information available.

period cost adjustments should be reported in column 7a and 7c of NF533M and column 7a of the NF533Q and a footnote discussing the reasons for and amounts of the adjustments.

Monthly NF533 reporting is no longer required once the contract is physically complete, provided the final cost report includes actual cost only (no estimates or forecasts). The contractor must continue to submit monthly NF533 reports as long as estimates for the following period are included. If the final cost of a contract changes after the submission of the "final" contractor cost report, the contractor must submit a revised NF533 report in the month the cost change is recognized.

Distribution:

LF6	Cost Accounting (1 copy)
BJ	Alice Pursell/Contracting Officer (1 copy)
NA	Cathy Unger/Analyst (1 copy)
NS	Tracy Fergusson/Technical (1 copy)

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title SA-1-14. Monthly Safety and Health Metrics	2. Current Version Date 04/01 (replaces 01/01 version)	3. DRL Line Item No. 13	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
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4. Use (Define need for, intended use of, and/or anticipated results of data)

Establishes selected Safety and Health Program metrics

\*\*\*The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

5. DRD Category: (check one) ☐ Technical ☐ Administrative ☒ SR&QA

6. References (Optional)

7. Interrelationships (e.g., with other DRDs) (Optional)  
DRD SA-1-1

8. Preparation Information (Include complete instructions for document preparation)

Frequency of submission. Monthly by 10<sup>th</sup> of month following month being reported.

Distribution.

NT2/Occupational Safety Branch (2 copies)

SD26/Occupational Health Officer (1 copy)

Contracting Officer's Technical Representative (COTR) (1 copy)

Format: electronic to NT2, SD26; hard copy to COTR. Send as Excel spreadsheet or in tables compatible with MS Word.

Definitions. Refer to JPG 1700.1 and OSHA requirements for definitions of terms below.

Scope. The scope of the information required is limited to the JSC-administered establishments of Houston Texas at NASA Road One; Sonny Carter Training Facility; and Ellington Field.

Item.

I. Management Commitment and Employee Involvement.

Date of Management Safety Committee Meeting		Type/Title of Meeting	No. of Managers attending		No. of supervisors attending		No. of non-supervisory attending	
This month	Year to date		This month	Year to date	This month	Year to date	This month	Year to date

Include electronic copies of minutes or representative information

No. of Employee Safety Meeting		Type/Title of Meeting	No. of Employees attending		No. of managers/supervisors attending	
This month	Year to date		This month	Year to date	This month	Year to date

Include electronic copies of minutes or representative information

(Continue on a blank page if necessary)

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Worksite Analysis. Refer to JPG 1700.1 for definitions of terms.

Division	No. of Hazard Analyses				No. of Job Safety Analyses				No. of Routine Inspections			
	Required		Performed		Required		Performed		Required		Performed	
	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date
Total												

III. Hazard Prevention and Control - hazards below were found during routine and special inspections, close calls, mishap investigations, etc., and require correction.

No. of Hazards found			No. of Hazards closed <30 days			No. of Hazards open <30 days			No. of Hazards open >30 days			No. of Hazards closed >30 days			No. of JF1240s in place		
Prior to month	This month	Year to date	Prior to month	This month	Year to date	Prior to month	This month	Year to date	Prior to month	This month	Year to date	Prior to month	This month	Year to date	Prior to month	This month	Year to date

Attach copies (electronic ok if sent by e-mail) of JF 1240's (or equivalent) including monthly updates. Mark JF 1240's where abatement has been completed as closed.

IV. Safety and Health Training - List courses specific to loss control initiatives (such as slips/trips falls, material handling; etc.) Report other training as "Generic safety training not otherwise specified" (examples include Hazard Communication, Confined Space entry, HAZWOPER, system safety, job safety analysis, etc.) Do not include job proficiency course work where safety is an issue (such as radiography, welding, painting, etc.)

Course Title	No. to be Trained	No. Trained	On Schedule

(Continue on a blank page if necessary)

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Safety and Health Program Self Evaluation	04/03 (replaces 04/01 version)	14	9-BJ-V63-03-01P
4. USE (Define need for, intended use of, and/or anticipated results of data)			
Self evaluation of Contractor's safety and health program performance.			
5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional) JPG 1700.1 (as revised)		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

1. The Contractor must conduct an annual self-evaluation of its safety and health program as required by its safety and health plan.
2. Information required:
  - 2.a. The internal assessment of safety and health program effectiveness during the report period (i.e., the previous year) indicating the status of goals or objectives previously established and areas of strength and weakness in Contractor safety program performance.
  - 2.b. Safety and health concerns and resolutions relating to JSC operations which may have been identified during the report period.
  - 2.c. Unresolved safety and health concerns relating to JSC operations which the Contractor feels merit attention of JSC safety and health management.
  - 2.d. The goals and objectives of the Contractor safety and health program for the next report period.
  - 2.e. An analysis of the contractor's performance at JSC-administered establishments in each of the 32 Voluntary Protection Program sub-elements found in JPG 1700.1, Parts 1 – 4. For more information on OSHA Voluntary Protection Program requirements see the Federal Register Notice 65:45649-45663, July 24, 2000.
  - 2.f. Attach action plans for identified problem areas. Action plans must include schedule for periodic progress reports to the Government on a frequency agreed to by the Government and the Contractor for each problem area.
3. Format to be as required by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to JSC in lieu of writing a new self-evaluation provided that all action plans and status are updated
4. Report due September 30<sup>th</sup> of each year.

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DRD Title A-1-15: Lessons Learned	2. Current Version Date 01/2001	3. DRL Line Item No. 15	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
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4. Use (Define need for, intended use of, and/or anticipated results of data)  
Obtains Lessons learned from Contractor for possible publication in NASA Lessons Learned Information System (LLIS)

\*\*\*The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

5. DRD Category: (check one) ☐ Technical ☐ Administrative ☒ SR&QA

6. References (Optional) 7. Interrelationships (e.g., with other DRDs) (Optional)  
DRD SA-1-1, paragraphs 2.5.1 and 3.11.2

8. Preparation Information (Include complete instructions for document preparation)

Criteria for Selecting Lessons Learned. Uncommon insight arising from any event or observation that will benefit from sharing with a larger community of interested parties. Lessons learned are intended to prevent recurrence of undesirable events and to allow NASA and its team members to capitalize to the greatest extent practical on unique successes.

Frequency of submission. 30 days after triggering event or 30 days after mishap investigation or hazard analysis / evaluation is completed.

Distribution.

NT2/Occupational Safety Branch (1 electronic copy including photographs, drawings, etc., in web-ready format such as HTML or JPG)  
Contracting Officer's Technical Representative (COTR) (1 copy)

Content:

Subject - one line subject of the lesson.

Lesson Learned - usually one sentence that describes insight gained

Description of Event - narrative of what happened.

Recommendations - may be an action plan, suggestion, etc., that was adopted at event source.

Supporting documentation - as needed to give clear picture of lesson (photographs, illustrations, drawings, etc.)

Contact name and e-mail address (for follow up by Government prior to publication of lesson)

Definitions. Refer to NASA LLIS at <http://llis.gsfc.nasa.gov/> for definitions of terms used.

(Continue on a blank page if necessary)

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD TITLE: Information Technology (IT) Capital Investment Planning (CIP)
2. Date of Current Version: 2002 RFP/Contract No. 9-BJ-V63-03-01P
3. DRL Line Item: 16
4. Use: To document the contractor's compliance with Federal and NASA IT CIP Planning and Reporting regulations and requirements
5. DRD Category: Technical/Administrative
6. References: See Section 8.5 of Reference Documents
7. Interrelationships:

### 8. PREPARATION INFORMATION

The contractor's IT CIP process, which includes IT POP, IT Capital Plans, and IT Standards, document the contractor's compliance with Federal and NASA IT planning and reporting regulations and requirements.

#### 8.1 IT CIP Requirements:

- a. The contractor shall comply with the IT CIP requirements as documented in the memo AI-01-164, subject: "JSC IT Planning Process for Fiscal Year 2002 (FY02)", the IT POP, as well as all updates and/or replacements to those documents. The current documents can be viewed on the JSC CIO and CFO web sites.
- b. Processes- The contractor shall establish and document processes for complying with the requirements in "a." above. The IT CIP process shall be presented to the managing organization for concurrence and to the JSC CIO for approval. Upon approval of the contractor's IT CIP process by the JSC CIO, the contractor is then authorized by the JSC CIO to use its planning processes to complete its IT POP, Capital Plans, IT Standards, etc. Submission Frequency: Generally, the IT CIP process is submitted once and subsequent submittals shall be required only if there are significant changes in the process or if required by the JSC CIO or the managing organization. IT POP and Capital Plans are submitted annually. IT Standards are submitted once and subsequent submittals shall be required only if there are significant changes or if required by the JSC CIO or the managing organizational CIO.
- c. Annually, JSC submits its response to the Agency IT POP call. The contractor shall provide the data necessary for the managing organization to provide their budget and focus area submits as specified in the IT POP (as published on the JSC CFO Web site). The contractor shall be prepared to interface and coordinate with the managing organization to collect the necessary information for NASA's 5-year POP plans. This supports the NASA Program Operating Plan released by the JSC CFO to the JSC technical organizations normally during the spring of each year requesting their high-level budgetary requirements for the next five fiscal years.
- d. Contractor Standards  
The contractor should evaluate and select, whenever feasible, an IT product common at the Center that will meet the requirements. The contractor may elect, at their option, to use JSC and/or JSC organizational standards. Those areas that have a requirement that cannot be met sufficiently by a JSC or organizational standard, should submit an IT Standard per the approved process.

The contractor standards will be submitted for JSC CIO approval and when approved they will reside on the JSC CIO server and will be under JSC CIO configuration management. Any changes to the approved contractor standards must be accompanied by JSC form 1209, which identifies the standard to change, an updated table with the change, and the reason for the change.

Current IT Standards are documented on the JSC CIO web site.

e. Compliance With Section 508 of the Rehabilitation Act

The contractor must also abide by all Section 508 requirements prior to the purchase of IT. On June 21, 2001, NASA Procurement Information Circular (PIC) 01-13 entitled "Electronic and Information Technology Accessibility" was published. This PIC provides the Section 508 related requirements JSC must meet when procuring Electronic and Information Technology (EIT). Specifically, enclosures are included in the PIC, one or more of which must be provided when such procurements are executed. This applies to any EIT procurement covered by Section 508. A summary of how the PIC applies at JSC is as follows:

The requestor of items and services procured using a NASA Purchase Request (PR) must comply with the PIC.

The requestor of items and services procured using an IDIQ contract with delivery orders initiated after June 25, 2001, must comply with the PIC.

The requestor of items and services procured using an IDIQ contract with delivery orders initiated before June 25, 2001, are exempt.

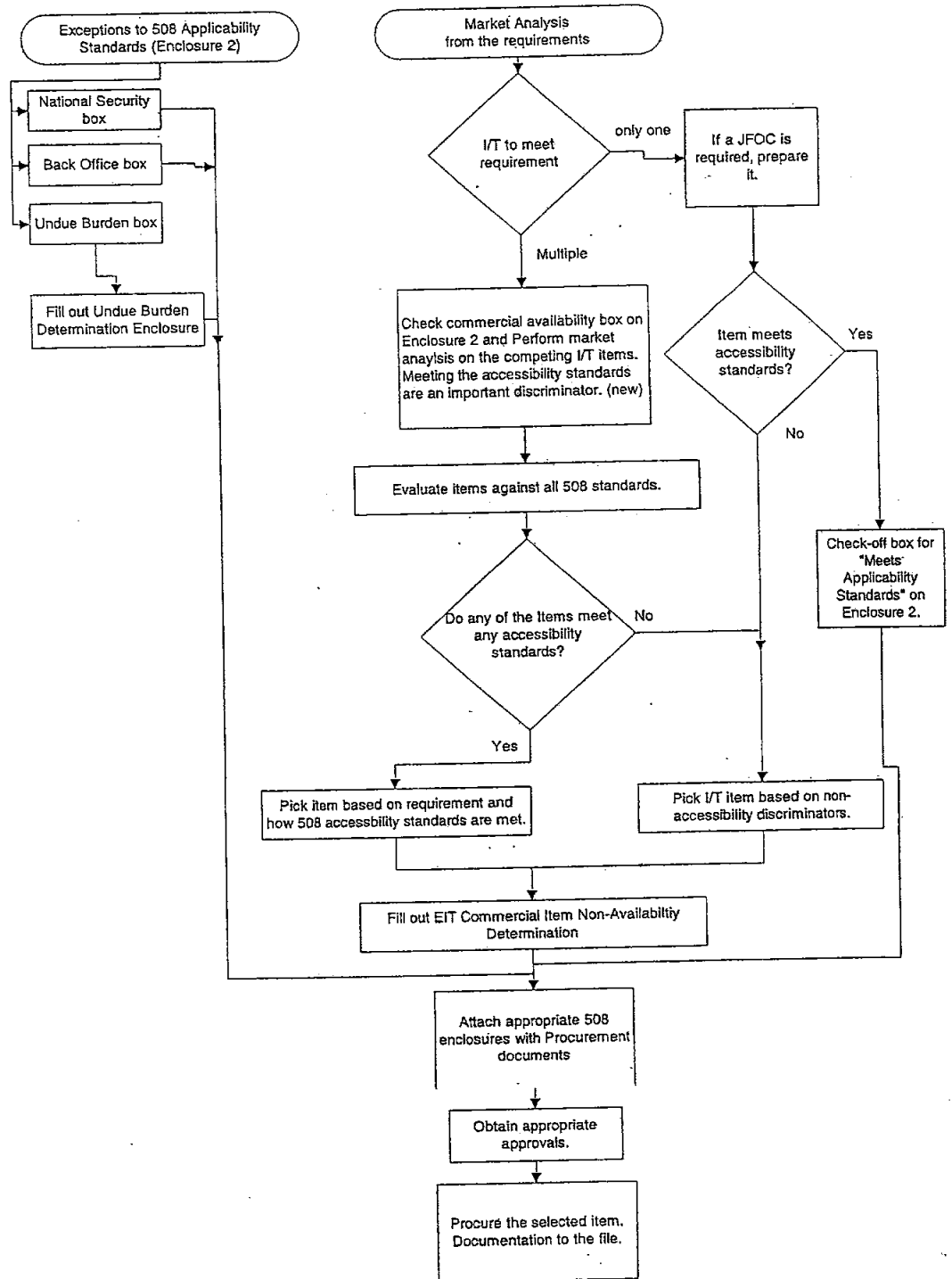
The requestor of items and services procured using a contract other than an IDIQ contract that was awarded after June 25, 2001, must comply with the PIC.

The requestor of items and services procured using a contract other than an IDIQ contract awarded before June 25 are exempt.

All EIT acquisitions must be assessed for how they meet all the 508 Accessibility Standards. The flowchart below shows the process depending on the selection on the PIC's Enclosure 2, "EIT Market Research Template."

The NASA CIO Office has provided one exception to this. Internal components such as RAM, hard drives, and specialized Analog to Digital cards are not subject to Section 508. As a result of this communication, the Section 508 supporting documentation is not required for this specific class of procurement.

# Flowchart for Evaluation Against Section 508



At the very least, all acquisitions must be accompanied with PIC Enclosure 2, "EIT Market Research Template." PIC Enclosure 2 has 3 major check boxes:

Meets the applicability standards,

Commercial supply or service that may or not meet any or all the applicability standards, and

Exemptions from 508 compliance due to:

- a. National Security,
- b. IT residing in back office frequented only by maintenance personnel, and
- c. Undue Burden.

Check box 2 requires an additional enclosure, "EIT Commercial Item Non-Availability Determination" to be completed. This enclosure documents all the IT that meets the requirements and how they meet the various Accessibility Standards.

The undue burden check box requires the enclosure, "EIT Undue Burden Exception Determination." Any acquisitions that select Undue Burden must attain the concurrence of the Contracting and Center Legal Officers and the approval of the JSC CIO.

Guidelines for all the above enclosures can be found in the PIC.

#### 8.5 Reference Documents:

- 1) For current IT CIP planning requirements, the contractor must refer to the JSC CIO and CFO web sites. These requirements will contain NASA's implementation of the Office of Management and Budget's (OMB's) IT CIP planning, budgeting, and reporting requirements.
- 2) JSC memorandum AI-01-164 dated November 9, 2001, subject: JSC Information Technology (IT) Planning Process for Fiscal Year 2002 (FY02)
- 3) OMB Circulars A-130 and A-11.
- 4) Executive Order 12845, Energy-efficient Microcomputers
- 5) IT Management Reform Act of 1996 (the "Clinger-Cohen Bill")

#### 8.7 Maintenance: Changes shall be incorporated by change page or complete reissue.

## JSC DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD Title

RFP/Contract No.  
(Procurement completes)

Security Reporting Requirements

9-BJ-V63-03-01P

3. DRL Line Item: 17

4. Use (Define need for, intended use of, and/or anticipated results of data)

Identifies reporting requirements to JSC Security which affect the contractor's facility and/or personnel and also ensures compliance with applicable NASA and DOD security regulations involving industrial, information, personnel, and administrative/program security.

5. DRD Category: (check one)

Technical

☒ Administrative

SR&QA

6. References (Optional)

8. Preparation Information (include complete instructions for document preparation)

**A. Provide the following information, in writing (reports, letters, notification), in accordance with the security regulations identified as applicable documents in item C. of this DRD:**

1. Industrial, Information, & Personnel Security:

a. Visit request letters for cleared employees.

b. Annual renewal visit request letters for cleared employees.

c. Changed conditions affecting the contractor's facility security clearance (i.e., OODEPs-Officers, Owners, Directors & Executive Personnel; FOCI-Foreign Ownership, Control, or Influence, etc.).

d. Change in a cleared employee's status and/or an employee participating in special access programs such as the Mission Critical Space Systems Personnel Reliability Program (PRP), NASA Resource Protection (NRP) Program, and Information Technology (IT/AIS) Security Program (i.e., name; marital status; citizenship;

death; termination of employment or clearance; different position or work assignment/relocation; employee becomes a representative of a foreign interest, etc.).

e. Adverse information reports on all non-US. employees, employees with personnel security clearances, and employees participating in the NRP, PRP, and/or IT programs at JSC.

f. Copies of any written reports submitted to the FBI regarding information coming to the contractor's attention concerning actual, probable, or possible espionage, sabotage, or subversive activities at any of its locations.

g. Security Violations or Incidents including, but not limited to, the following:

(1) Any loss, compromise, or suspected compromise of classified information, foreign or domestic, shall be reported as follows:

(a) Initial report -- information obtained during the contractor's preliminary inquiry that confirms that a loss, compromise, or suspected compromise of any classified information has occurred.

(b) Final report -- information based on the completed investigation which contains all employee data and relevant facts pertaining to the employee(s) primarily responsible for the incident; statement of corrective action taken to preclude a recurrence; any disciplinary action taken against the responsible employee(s); and specific reasons for reaching the conclusion that loss, compromise, or suspected compromise occurred or did not occur.

(2) Any "FOUO" (For Official Use Only) information released outside a contractor's facility, except to NASA representatives.

(3) Suspicious contacts -- efforts by any individual to obtain illegal or unauthorized access to classified information and all contacts by cleared employees with known or suspected intelligence officers from any country (or any contact which suggests that the employees concerned may be the target of an attempted exploitation by the intelligence services of another country).

(4) Security equipment vulnerabilities, disposition of classified material terminated from accountability, and/or unauthorized receipt of classified material,

## 2. Administrative/Physical Security:

In compliance with established internal procedures, the contractor FSO or security manager shall submit a "Contractor Termination Letter" to JSC Security for each affected employee which includes certification that the following government property and/or program participation were returned, destroyed, or canceled:

- a. Badge(s)
- b. CAA (Controlled Access Area) Card(s)
- c. Decal(s)
- d. Key(s)
- e. Employee's Participation in Reserved Carpool Program  
(Identify reserved carpool space number) \_\_\_\_\_
- f. Employee's Participation in PRP, NRP, and/or AIS

## 3. Other Reportable Incidents (Information Required)

- 1. Felonies committed by contractor personnel.
- 2. Espionage or Sabotage.
- 3. Bombing incidents at contractor facilities or threats which severely impact contract or center activities.
- 4. Actual demonstrations/strikes (in or outside JSC gates) or planned demonstrations or strikes where violence is threatened involving contractor personnel.
- 5. Workplace violence (shootings or other violent acts).
- 6. Any type of incident occurring on NASA/JSC property which results in the death of a person.
- 7. Security-related incidents in which the media has become involved and negative publicity is expected.
- 8. An adverse event in an automated systems environment that would be of concern to NASA management due to a potential for public interest, embarrassment, interruption to computer/network services or protective controls, damage, disaster, discovery of a new vulnerability, etc.
- 9. Threats against NASA property and personnel.
- 10. Threats that shall impact NASA missions.
- 11. Any other type of incident which might have security implications.

B. The requested information (reports, letters, notification) identified in A. shall be delivered as necessary, except A.1.b. which shall be delivered on an annual basis. Delivery instructions are as follows:

1. Mail/deliver information listed in A.1.a. through A.1.f. to the NASA/JSC Industrial Security Specialist, Mail Code JB2.
2. Mail/deliver information listed in A.1.g. to the NASA/JSC Information Security Specialist, Mail Code JB2; cc the JSC Industrial Security Specialist.
3. Mail/deliver information listed in A.2. to the NASA/JSC Badging Manager, Mail Code JB2; cc JSC Personnel Security, Mail Code JB2.
4. Mail/deliver information listed in A.3 to the NASA/JSC Security Branch Chief, Mail Code JB2.

**C. Applicable Documents**

NHB 1620.3, NASA Security Handbook  
JHB 1600.3, JSC Security Handbook  
DOD 5220, 22-M, National Industrial Security Program  
Operating Manual (NISPOM)

# JSC DATA REQUIREMENTS DESCRIPTION

(Based on JSC-STD-123)

1D Title  SFS Contract Phase-in Plan	2. Date of current version  04/14/03	3. DRL Line Item  18	RFP/Contract No. (Procurement completes) 9-BJ-V63-03-01P
4. Use (Define need for, intended use of, and/or anticipated results of data)  Establishes how the contractor will take over the contract from the incumbent.			5. DRD Category <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	

## 8. Instructions.

Develop a phase-in plan as follows:

- a. Describe in detail the plan for affecting a smooth phase in consistent with maintaining efficient operations at JSC. Provide a schedule for management items to be met.
- b. Describe in detail your plans for initial staffing and training your personnel.
- c. Describe how you will work with incumbent contractors and NASA, including resources and interfaces expected from each to ensure a smooth transition and to ensure no break in service for the following critical functions:
  - Emergency Response (SOW section 6), to include providing enough trained emergency response personnel to respond to emergencies at JSC by the contract start date.
  - Fire protection system maintenance (SOW section 7).
- d. Discuss in detail your specific plans for successfully completing each item described in paragraphs 1 through 4 below. For each item, (1) provide a detailed plan and schedule inclusive of personnel responsible and (2) propose objective criteria that can be used to determine if the item has been achieved.
  - Item 1: The successful Offeror has hired all personnel it proposed as key personnel and all of these personnel are onsite at JSC and performing work.
  - Item 2: The successful Offeror has completed an inventory of Government furnished property, it has implemented an appropriate system to account for the property, and it has signed for accountability of the property.
  - Item 3: The successful Offeror has completed all Certification and license requirements for the company and all personnel.
  - Item 4: The successful Offeror has completed the required training as outlined in the SOW.

Format Contractor's format is acceptable.

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
Wage/Salary and Fringe Benefit Data	6/12/03	19	9-BJ-V63-03-01P

4. USE (Define need for, intended use of, and/or anticipated results of data)

The Wage/Salary and Fringe Benefit Data will be used by the NASA Contracting Officer and the Contract Labor Relations Office to provide the necessary data for submittal of Standard Form (SF) 98, Notice of Intention to Make a Service Contract and Response to Notice, to the Department of Labor, and to assist in the monitoring of Service Contract Act compliance.

5. DRD Category: <i>(check)</i>	<input type="checkbox"/> Technical	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
6. References <i>(Optional)</i>		7. Interrelationships <i>(e.g., with other DRDs) (Optional)</i> FAR 52.222-41	
8. Preparation Information (Include complete instructions for document preparation)			

**DISTRIBUTION:** BJ4/Contracting Officer

Cc: BA2/Contract Labor Relations

**INITIAL SUBMISSION:** Start date of contract, at end of phase-in.

**SUBMISSION FREQUENCY:** Annually, 90 days prior to the anniversary date of the contract.

**DATA PREPARATION INFORMATION:**

**SCOPE:** The Wage/Salary and Fringe Benefit Data must be submitted by the Contractor, and any subcontractors which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. In accordance with FAR regulations 22.1007 and 22.1008, the Contracting Officer is required to submit a SF 98 to the Department of Labor, Wage and Hour Division.

**APPLICABLE DOCUMENTS:** None

**CONTENTS:** The Wage/Salary and Fringe Benefit Data should contain the data included in the enclosed DRD forms, titled "Wage/Salary Rate Information", "Fringe Benefit for Service Employees", and "Fringe Benefits per Collective Bargaining Agreement". The Wage/Salary Rate Information shall contain a listing of all exempt and nonexempt labor classifications working on the contract. Separate forms should be utilized for classifications working in different geographic areas and for each subcontractor. Wage determination numbers, appropriation labor organization names, and subcontractor names, must be reflected. All nonexempt labor classifications must be matched to wage determination classes or to Collective Bargaining Agreement (CBA) classifications for represented classes. Annotate exempt or nonexempt and union or nonunion. The current hourly rates should reflect the actual lowest and highest paid employees, along with a computed average rate. State the number of employees working in each category. Separate Fringe Benefit forms should be completed for nonrepresented classifications and for each separate CBA. A separate form must be completed for the prime and each subcontractor. Three copies of each Collective Bargaining Agreement are required.

**FORMAT:** The Wage/Salary and Fringe Benefit Data should be in a format substantially the same as enclosed with this DRD. (Forms 1, 2, and 3A)

**MAINTENANCE:** Changes shall be incorporated as required by change page or complete reissue.

WORKSHEET FOR SF 98 DATA

FORM 1

1. Estimated Solicitation Date \_\_\_\_\_
2. Estimated Receipt of Proposal Date \_\_\_\_\_
3. Date Contract Performance to Begin \_\_\_\_\_
4. Services to be Performed \_\_\_\_\_  
\_\_\_\_\_
5. Type of Contract (CPFF, CPAF, FFP, etc.) \_\_\_\_\_
6. Type of Procurement Action (Indicate with X )
  - a. New Contract \_\_\_\_\_
  - b. Recompensation \_\_\_\_\_
  - c. Contract Extension \_\_\_\_\_
7. Type of Funds (R&PM, R&D, Multi-Yr, Other) \_\_\_\_\_
8. Name and Address of Contractor Currently Performing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Location for Performance (City, County, State) \_\_\_\_\_
10. Contracting Officer \_\_\_\_\_ Tel \_\_\_\_\_  
Buyer \_\_\_\_\_ Tel \_\_\_\_\_
11. Mail Order \_\_\_\_\_
12. Number and date of Wage Determination in Contract \_\_\_\_\_
13. Name and telephone of Contractor's Wage & Salary Administrator  
\_\_\_\_\_
14. Estimated Date of Next RFP for Recompensation \_\_\_\_\_

WORK SHEET FOR SF-98 DATA  
WAGE RATE INFORMATION

<u>CONTRACTORS LABOR</u> <u>CLASSIFICATION</u>	<u>WAGE DETERMINATION</u> <u>CLASSIFICATION</u>	<u>EXEMPT OF</u> <u>NONEXEMPT</u>	<u>UNION OR</u> <u>NONUNION</u>	<u>CURRENT HOURLY</u> <u>RATE</u>	<u>MYE NO OF</u> <u>EMPLOYEES</u>
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Illustration of required data:

Project Manager	Not Required	E	N	\$25.00	1
Supervisor	Not Required	E	N	\$20.00	1
Electrical Engineer	Not Required	E	N	\$16.50 - \$20.00	3
Technician, Jr	Elect Tech Main I	N	U	\$12.78 - \$15.50	12
Technician, Sr	Elect Tech Main II	N	U	\$18.20 - \$20.00	4
Secretary	Secretary I	N	N	\$11.11 - \$12.50	2
File Clerk	General Clerk II	N	N	\$8.29	1
Clerical Data Entry	Word Processor I	N	N	\$9.25 - \$10.90	3

Submit data in the above illustrated format for all labor classifications used, or planned to be used, on this contract.

All contractor labor classifications must be matched to wage determination classes listed in CBA's represented classes or classes shown in WD 94-2516 for nonrepresented classes.

<u>CONTRACTORS LABOR</u> <u>CLASSIFICATION</u>	<u>WAGE DETERMINATION</u> <u>CLASSIFICATION</u>	<u>EXEMPT OF</u> <u>NONEXEMPT</u>	<u>UNION OR</u> <u>NONUNION</u>	<u>CURRENT HOURLY</u> <u>RATE</u>	<u>MYE NO OF</u> <u>EMPLOYEES</u>
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## FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from \_\_\_\_\_ to \_\_\_\_\_

Contractor:

Number of nonexempt employees on contract: \_\_\_\_\_

Total number of employees on contract: \_\_\_\_\_

1. Health and Welfare Items and Other Fringe Items:  
(Indicate whether or not coverage is provided to employees and state current average hourly cost per service employee.)

<u>Item</u>	<u>Coverage Provided</u>	<u>Average Hourly Cost</u>
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical & Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition Reimbursement		
j. Other (Describe)		

2. Paid Absences

	<u>Service Requirement</u>	<u>Days per Year</u>
a. Vacation		
b. Holidays		
c. Sick Leave		
d. Jury Leave		
e. Funeral Leave		
f. Military Leave		
g. Other (Describe)		

\_\_\_\_\_  
Signature of Company Representative\_\_\_\_\_  
Date

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Reprocurement Data Package	05/07/03	20	9-BJ-V63-03-01P

4. Use (Define need for, intended use of, and/or anticipated results of data)  
Provides content and format requirements for delivery to NASA of all analytical model, tools, supporting documentation, equipment and resource/cost information used to perform future reprocurement activities. Note: This data may be disclosed to competing offerors in the future.

5. DRD Category: (check one) ☐ Technical ☒ Administrative ☐ SR&QA

6. References (Optional)

7. Interrelationships (e.g., with other DRDs) (Optional)

8. **PREPARATION INFORMATION:** The contractor shall prepare the data delivery as follows:

8a. **SCOPE:** Analytical models, unique tools, supporting documentation, equipment and resource/cost information shall be submitted in accordance with this DRD

8b. **CONTENT:**

Data package containing the following:

1. Labor resources:

- List of all direct labor skills by labor category segregated by current Work Breakdown Structure (WBS)
- An estimate of the number of indirect labor skills such as business or computer support normally charged through an indirect expense pool or through a service center expense
- Current annual average wage rates for each labor category and when these wages were last adjusted for escalation. Also indicate whether any adjustments are projected to be made prior to contract expiration
- The number of FTEs (Full Time Equivalents) and the estimated number of productive hours for each labor category currently on contract, segregated by current WBS
- Seniority level of all skills on the current contract

2. Non-labor resources:

- List of all materials, equipment, travel, supplies, etc., and the incurred annual cost by WBS
- Provide a discussion associated with the major items identified above, such as the materials estimate includes a prompt payment discount of TBD% due to large volume discounts you have negotiated with your vendors.

3. The projected liability cost associated with unused accrued paid leave associated with non-exempt personnel. Provide a copy of any Collective Bargaining Agreements in-place and a current status of any upcoming negotiations with a union.

4. Equipment (additional information to that listed in #2, a., above):

List of all contractor-owned equipment (at the time of delivery of this DRD) being used in the performance of the contract. The list of equipment shall include:

- Description of the equipment (include make and model #)
- Location of the equipment (address, building and room #)
- Date purchased
- Purchase price of the equipment
- Current depreciated value of the equipment

8c. **FORMAT:** Electronic format of all submissions shall be compatible with Microsoft Word. Organizational format of the supporting documentation shall be the contractor's.

9. **OFFICIAL POINT OF RECEIPT:** Contracting Officer's Technical Representative (COTR)

10. **FIRST SUBMISSION DATE:** 1 year prior to contract end or at Contracting Officer's discretion

**Frequency Of Submission:** No periodic submissions required per this DRD (this does not relieve the requirement for periodic or incremental deliveries per other DRDs)

# JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Conflict of Interest Plan	May 2003	21	9-BJ-V63-03-01P

4. Use (Define need for, intended use of, and/or anticipated results of data)  
The Conflict of Interest Plan describes how the Contractor will avoid conflicts of interest that could arise by auditing, reviewing, or evaluating its or its team members' hardware or operations provided under other NASA contracts.

5. DRD Category: (check one) ☐ Technical ☒ Administrative ☐ SR&QA

6. References (Optional)  
Clause H.10 of this RFP

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

The Government has determined that performance of the Fire and Safety Services contract may create an organizational conflict of interest. The successful offeror will be auditing, evaluating, and reviewing the hardware and operations of other on-site contractors, and these activities might impact the award fee and past performance ratings of these contractors. Therefore, if the Fire and Safety Services contractor is auditing, evaluating, or reviewing the hardware or operations of its own company (or any division or subsidiary thereof) or its team members or level-of-effort subcontractors (or any divisions or subsidiaries thereof) on another JSC contract, they may be motivated to report their findings in a manner that would favor that contractor.

Accordingly, you shall provide a plan on how you will mitigate or eliminate any conflict of interest that may currently exist (due to existing contracts that you or your team members or level-of-effort subcontractors perform at JSC), or that may develop during performance of the Fire and Safety Services contract (due to the contract awards). The plan must describe how you will meet the requirements in Clause H.10, "Potential Conflict of Interest," Paragraph 1, in Section H of this RFP, and how you will mitigate any conflict of interest so that the Government will be assured of true and independent audits, reviews, and evaluations.

Format: Contractor format.

Frequency: With proposal and then as required.

Approval: The COTR must approve any changes.

**Attachment J-3**

**Wage Determination.....1-12**

[illegible]

94-2516 TX,HOUSTON 06/10/03  
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU  
WITH DOL\*\*\*  
WASHINGTON D.C. 20210

William W.Gross      Division of      Wage Determination No.: 1994-2516  
Director      Wage Determinations      Revision No.: 21  
Date Of Last Revision: 06/03/2003

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston,  
Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery,  
San Jacinto, Trinity, Walker, Waller, Washington, Wharton

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

**OCCUPATION CODE - TITLE**

**MINIMUM WAGE RATE**

**01000 - Administrative Support and Clerical Occupations**

01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	16.81
01050 - Dispatcher, Motor Vehicle	14.00
01060 - Document Preparation Clerk	11.66
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	10.72
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.09
01116 - General Clerk II	9.86
01117 - General Clerk III	12.77
01118 - General Clerk IV	14.65
01120 - Housing Referral Assistant	17.60
01131 - Key Entry Operator I	10.76
01132 - Key Entry Operator II	13.76
01191 - Order Clerk I	12.51
01192 - Order Clerk II	14.27
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	17.94
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.52
01311 - Secretary I	14.52
01312 - Secretary II	16.12
01313 - Secretary III	17.60
01314 - Secretary IV	20.69

01315 - Secretary V	25.57
01320 - Service Order Dispatcher	13.30
01341 - Stenographer I	12.06
01342 - Stenographer II	14.34
01400 - Supply Technician	20.69
01420 - Survey Worker (Interviewer)	14.26
01460 - Switchboard Operator-Receptionist	10.65
01510 - Test Examiner	16.12
01520 - Test Proctor	16.12
01531 - Travel Clerk I	11.09
01532 - Travel Clerk II	11.95
01533 - Travel Clerk III	12.79
01611 - Word Processor I	11.45
01612 - Word Processor II	13.79
01613 - Word Processor III	16.27
<b>03000 - Automatic Data Processing Occupations</b>	
03010 - Computer Data Librarian	11.98
03041 - Computer Operator I	12.05
03042 - Computer Operator II	14.61
03043 - Computer Operator III	16.59
03044 - Computer Operator IV	22.60
03045 - Computer Operator V	23.59
03071 - Computer Programmer I (1)	19.99
03072 - Computer Programmer II (1)	24.38
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.70
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.36
<b>05000 - Automotive Service Occupations</b>	
05005 - Automotive Body Repairer, Fiberglass	21.26
05010 - Automotive Glass Installer	19.86
05040 - Automotive Worker	19.15
05070 - Electrician, Automotive	20.76
05100 - Mobile Equipment Servicer	17.65
05130 - Motor Equipment Metal Mechanic	22.47
05160 - Motor Equipment Metal Worker	19.15
05190 - Motor Vehicle Mechanic	22.47
05220 - Motor Vehicle Mechanic Helper	16.93
05250 - Motor Vehicle Upholstery Worker	18.17
05280 - Motor Vehicle Wrecker	19.15
05310 - Painter, Automotive	20.76
05340 - Radiator Repair Specialist	20.96
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	23.06

**07000 - Food Preparation and Service Occupations**

(not set) - Food Service Worker	7.39
07010 - Baker	8.93
07041 - Cook I	8.19
07042 - Cook II	8.83
07070 - Dishwasher	7.16
07130 - Meat Cutter	11.33
07250 - Waiter/Waitress	6.83

**09000 - Furniture Maintenance and Repair Occupations**

09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09070 - Furniture Refinisher	12.78
09100 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65

**11030 - General Services and Support Occupations**

11030 - Cleaner, Vehicles	7.54
11060 - Elevator Operator	6.90
11090 - Gardener	10.26
11121 - House Keeping Aid I	6.79
11122 - House Keeping Aid II	6.90
11150 - Janitor	7.54
11210 - Laborer, Grounds Maintenance	8.23
11240 - Maid or Houseman	6.79
11270 - Pest Controller	10.73
11300 - Refuse Collector	7.54
11330 - Tractor Operator	9.66
11360 - Window Cleaner	8.23

**12000 - Health Occupations**

12020 - Dental Assistant	12.93
12040 - Emergency Medical Technician (EMT) Paramedic/Ambulance Driver	11.75
12071 - Licensed Practical Nurse I	12.86
12072 - Licensed Practical Nurse II	14.63
12073 - Licensed Practical Nurse III	15.94
12100 - Medical Assistant	11.41
12130 - Medical Laboratory Technician	13.61
12160 - Medical Record Clerk	12.09
12190 - Medical Record Technician	14.56
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	20.25
12312 - Registered Nurse II	24.95
12313 - Registered Nurse II, Specialist	26.51

12314 - Registered Nurse III	31.37
12315 - Registered Nurse III, Anesthetist	31.37
12316 - Registered Nurse IV	35.94

#### **13000 - Information and Arts Occupations**

13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	24.55
13013 - Exhibits Specialist III	28.72
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	21.17
13050 - Library Technician	12.96
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06

#### **15000 - Laundry, Dry Cleaning, Pressing and Related Occupations**

15010 - Assembler	7.68
15030 - Counter Attendant	7.68
15040 - Dry Cleaner	9.65
15070 - Finisher, Flatwork, Machine	7.68
15090 - Presser, Hand	7.68
15100 - Presser, Machine, Drycleaning	7.68
15130 - Presser, Machine, Shirts	7.68
15160 - Presser, Machine, Wearing Apparel, Laundry	7.68
15190 - Sewing Machine Operator	10.22
15220 - Tailor	11.02
15250 - Washer, Machine	8.42

#### **19000 - Machine Tool Operation and Repair Occupations**

19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20

#### **21000 - Material Handling and Packing Occupations**

21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	17.64
21030 - Material Expediter	17.64
21040 - Material Handling Laborer	11.72
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	11.79
21130 - Shipping Packer	12.22
21140 - Store Worker I	9.51
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.79
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84

**23000 - Mechanics and Maintenance and Repair Occupations**

23010 - Aircraft Mechanic	21.09
23040 - Aircraft Mechanic Helper	16.43
23050 - Aircraft Quality Control Inspector	22.02
23060 - Aircraft Servicer	18.28
23070 - Aircraft Worker	19.26
23100 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	19.33
23130 - Carpenter, Maintenance	17.01
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	21.45
23181 - Electronics Technician, Maintenance I	13.36
23182 - Electronics Technician, Maintenance II	19.02
23183 - Electronics Technician, Maintenance III	22.33
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23340 - Fuel Distribution System Mechanic	19.17
23370 - General Maintenance Worker	15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.43
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.43
23470 - Laborer	8.82
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23640 - Millwright	19.02
23700 - Office Appliance Repairer	16.65
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23800 - Plumber, Maintenance	17.15
23820 - Pneudraulic Systems Mechanic	17.43
23850 - Rigger	17.43
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23930 - Telecommunication Mechanic I	19.17
23931 - Telecommunication Mechanic II	20.02
23950 - Telephone Lineman	17.43
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.43
23970 - Woodcraft Worker	17.43
23980 - Woodworker	9.64

**24000 - Personal Needs Occupations**

24570 - Child Care Attendant	9.68
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24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	6.15
24630 - Homemaker	15.41
<b>25000 - Plant and System Operation Occupations</b>	
25010 - Boiler Tender	19.86
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	19.86
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
<b>27000 - Protective Service Occupations</b>	
(not set) - Police Officer	19.63
27004 - Alarm Monitor	12.98
27006 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27040 - Detention Officer	18.04
27070 - Firefighter	17.70
27101 - Guard I	10.02
27102 - Guard II	17.90
<b>28000 - Stevedoring/Longshoremen Occupations</b>	
28010 - Blocker and Bracer	15.18
28020 - Hatch Tender	15.18
28030 - Line Handler	15.18
28040 - Stevedore I	14.21
28050 - Stevedore II	16.17
<b>29000 - Technical Occupations</b>	
21150 - Graphic Artist	23.11
29010 - Air Traffic Control Specialist, Center (2)	31.76
29011 - Air Traffic Control Specialist, Station (2)	21.90
29012 - Air Traffic Control Specialist, Terminal (2)	24.12
29023 - Archeological Technician I	19.34
29024 - Archeological Technician II	21.66
29025 - Archeological Technician III	26.79
29030 - Cartographic Technician	26.79
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	24.82
29061 - Drafter I	15.37
29062 - Drafter II	15.85
29063 - Drafter III	20.90
29064 - Drafter IV	26.79
29081 - Engineering Technician I	14.00
29082 - Engineering Technician II	17.40
29083 - Engineering Technician III	20.25
29084 - Engineering Technician IV	25.71
29085 - Engineering Technician V	33.57
29086 - Engineering Technician VI	38.16
29090 - Environmental Technician	24.76
29100 - Flight Simulator/Instructor (Pilot)	32.45

29160 - Instructor	21.34
29210 - Laboratory Technician	16.34
29240 - Mathematical Technician	28.04
29361 - Paralegal/Legal Assistant I	17.19
29362 - Paralegal/Legal Assistant II	20.65
29363 - Paralegal/Legal Assistant III	25.71
29364 - Paralegal/Legal Assistant IV	28.58
29390 - Photooptics Technician	24.76
29480 - Technical Writer	21.85
29491 - Unexploded Ordnance (UXO) Technician I	20.19
29492 - Unexploded Ordnance (UXO) Technician II	24.42
29493 - Unexploded Ordnance (UXO) Technician III	30.65
29494 - Unexploded (UXO) Safety Escort	20.19
29495 - Unexploded (UXO) Sweep Personnel	20.19
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99

### **31000 - Transportation/ Mobile Equipment Operation Occupations**

31030 - Bus Driver	14.24
31260 - Parking and Lot Attendant	7.38
31290 - Shuttle Bus Driver	10.80
31300 - Taxi Driver	8.01
31361 - Truckdriver, Light Truck	10.96
31362 - Truckdriver, Medium Truck	14.24
31363 - Truckdriver, Heavy Truck	15.22
31364 - Truckdriver, Tractor-Trailer	15.22

### **99000 - Miscellaneous Occupations**

99020 - Animal Caretaker	8.13
99030 - Cashier	7.90
99041 - Carnival Equipment Operator	9.36
99042 - Carnival Equipment Repairer	9.84
99043 - Carnival Worker	7.22
99050 - Desk Clerk	9.68
99095 - Embalmer	19.59
99300 - Lifeguard	10.61
99310 - Mortician	21.55
99350 - Park Attendant (Aide)	13.32
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.62
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	11.12
99610 - Sales Clerk	10.30
99620 - School Crossing Guard (Crosswalk Attendant)	7.54
99630 - Sport Official	9.48
99658 - Survey Party Chief (Chief of Party)	16.58
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.34
99660 - Surveying Aide	11.35
99690 - Swimming Pool Operator	12.60
99720 - Vending Machine Attendant	10.49

99730 - Vending Machine Repairer  
99740 - Vending Machine Repairer Helper

12.60  
10.76

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to

provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

NAS 9-03059

ATTACHMENT 4  
AWARD FEE PLAN

## **AWARD FEE PLAN**

### **I. INTRODUCTION**

In accordance with the provisions of the Federal Acquisition Regulation, NASA FAR Supplement, and JSC Implementation, a performance evaluation procedure is established for determination of award fees payable under this Contract. The payment of any award fee is contingent upon compliance with contractual requirements and performance to the degree specified in Appendix 1 to the Award Fee Plan.

The Contractor's performance will be evaluated by the Government in accordance with the procedures set forth below, at the expiration of each period, specified in Appendix 3 to the Award Fee Plan. The evaluation to be performed by the Government will be based on the Government's assessment of the Contractor's accomplishment of the various areas of work covered by the SOW, in accordance with the criteria, weightings, procedures, and other provisions set forth below.

Performance determinations will be made at the end of each 6-month evaluation period as shown in Appendix 3 to the Award Fee Plan. The performance determination for the 1<sup>st</sup> evaluation period shall include the 30-day phase-in period, if required. All other award fee periods shall be for 6 months.

### **II. PROCEDURES**

#### **A. Quarterly Performance Reviews**

The Contractor shall be apprised orally and in writing at quarterly meetings with the COTR and the CO, or their representatives, of the evaluation of the Contractor's performance during the preceding month. It shall be the purpose of these meetings and letters to discuss specific areas, if any, where the Contractor has excelled and where future Contractor emphasis is necessary.

#### **B. PEB**

A PEB, comprised of selected technical and administrative personnel of NASA, will evaluate the Contractor's performance after each evaluation period to determine whether and to what extent, the Contractor's performance during the evaluation period is deserving of the payment of award fee. The PEB will review any information available to the Board and will submit its evaluation and performance recommendation, including adjective rating and numerical score, to the Fee Determination Official (FDO).

The Contractor may furnish a self-evaluation for each evaluation period. The self-evaluation must be received by the CO by the end of each performance period. The Contractor will be furnished a copy of the PEB's evaluation and recommended score and will be afforded the opportunity to submit additional information for consideration of the FDO. The Contractor's submissions must be made in writing and must be submitted through the CO to the FDO within 7 working days from the date of Contractor receipt of the PEB's evaluation and recommended score.

#### **C. FDO**

The FDO, a senior NASA official, will determine the Contractor's performance score in accordance with the procedures set forth below. After considering available and pertinent

information and recommendations, the FDO will make a performance determination for each period in accordance with the Appendix 2 to the Award Fee Plan and B.1 entitled "Estimated Cost and Award Fee."

The FDO will not make a performance determination prior to the expiration of the 7-working-day period prescribed above for Contractor submissions unless the Contractor has affirmatively indicated, in writing, that no further Contractor submission will be made.

### III. AWARD FEE EVALUATION CRITERIA AND WEIGHTING

A. In evaluating the performance of the Contractor, the Government will evaluate major elements of Contractor performance including performance and cost.

B. The criteria for evaluation of Contractor performance for determination of award fee are defined below. The performance and cost evaluation criteria will be considered independently to determine the degree of success the Contractor has demonstrated in arriving at a well-balanced contract performance. The Government may unilaterally modify the award fee performance evaluation factors and performance evaluation areas applicable to the evaluation period. The CO shall notify the Contractor in writing of any such changes prior to the start of the relevant evaluation period.

Evaluation Criteria *	Weight
1. Performance **	65 Percent
2. Compliance with Safety and Health Requirements ***	10 Percent
3. Cost ****	25 Percent

\* Contract management is evaluated as a function of both performance and cost.

A zero award fee may be given for a significant safety violation or for a significant breach of security during the performance period (SEE Section H.3).

\*\* Performance criterion, in addition to meeting schedules, include the successful and safe accomplishment of all SOW requirements, implementation of the Quality Plan, monitoring property, adherence to training plans, customer service, special events support, emergency response, development and maintenance of standard operating procedures, compliance with DRD's, maintaining an adequate and qualified staff. Also, the contractor's award fee score may be positively affected by recommendations and innovations, which the contractor provides on its own initiative and are determined by the Government to significantly improve the JSC safety and health program.

In the final award fee period, the contractor's score may be positively affected by cooperativeness with the Government and the new contractor in order to allow for continuity of services and a smooth transition period (See FAR 52.237-3 and Section H.11).

\*\*\* Safety and health performance includes safety program implementation, adherence to safety plan, management of safety incidents and injuries, and environmental compliance.

\*\*\*\* Cost performance includes, significantly, performance against the negotiated estimated cost of the contract.

C. In order to earn any award fee, the Contractor must receive a numerical score of 61 or greater. Appendix 1 to the Award Fee Plan provides the performance level definition adjective ratings and corresponding numerical scores that will be used in evaluating performance. The numerical grade ranges corresponding to these adjective ratings and their conversion to total award fee earned are set forth in Appendix 2 to the Award Fee Plan. Appendix 3 to the Award Fee Plan provides the distribution of the available maximum award fee for each evaluation period.

**APPENDIX I – EVALUATION DEFINITIONS**

<b>ADJECTIVE</b>	<b>DEFINITION</b>	<b>GRADE RANGE</b>
Excellent	Of exceptional merit exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.	91-100
Very Good	Very effective performance, fully responsive to contract requirements; reportable deficiencies but with little identifiable effect on overall performance.	81-90
Good	Effective performance fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.	71-80
Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results. Reportable deficiencies with identifiable but not substantial effects on overall performance.	61-70
Poor/ Unsatisfactory	Does not meet minimum acceptable standards In one or more areas; remedial action required In one or more areas; deficiencies in one or more Areas which adversely effect overall performance.	60 and below

**APPENDIX 2 – PERFORMANCE SCORE CONVERSATION CHART**

100		100
99		99
98		98
97		97
96		96
95	<b>Excellent</b>	95
94		94
93		93
92		92
91		91
90		90
89		89
88		88
87		87
86		86
85	<b>Very Good</b>	85
84		84
83		83
82		82
81		81
80		80
79		79
78		78
77		77
76		76
75	<b>Good</b>	75
74		74
73		73
72		72
71		71
70		70
69		69
68		68
67		67
66		65
65	<b>Satisfactory</b>	65
64		64
63		63
62		62
61		61
60 and below	<b>Poor/Unsatisfactory</b>	0

**APPENDIX 3 – AWARD FEE DISTRIBUTION****EVALUATION PERIOD****AWARD FEE AVAILABLE****BASIC PERIOD:**

1. October 1, 2003, to March 30, 2004  
(including phase-in, if applicable)
2. April 1, 2004, to September 30, 2004
3. October 1, 2004, to March 30, 2005
4. April 1, 2005, to September 30, 2005
5. October 1, 2005 to March 30, 2006
6. April 1, 2006 to September 30, 2006

**OPTION 1:**

7. October 1, 2006, to March 30, 2007
8. April 1, 2007, to September 30, 2007
9. October 1, 2007, to March 30, 2008
10. April 1, 2008, to September 30, 2008

**Attachment J-5**

**INSTALLATION ACCOUNTABLE GOVERNMENT  
PROPERTY.....J-5, LIST 1Pages 1-1 – 1-2**

**INSTALLATION ACCOUNTABLE CRITICAL SPARES  
J-5, LIST 2Page 2-1 – 2-10**

**GOVERNMENT FURNISHED PROPERTY .....J-5, LIST 3  
Page 3-1**

**INSTALLATION PROVIDED FACILITIES .....J-5, LIST 4  
Pages 4-1**

**Attachment J-5**

**Installation Accountable Government Furnished Property.....**  
**.....J-5, LIST 1, Pages 1-1 – 1-2**

## INSTALLATION ACCOUNTABLE Property

ECN	ITEM NAME	MANUFACTURER	MODEL	ACQUIRED DATE	COST
40300	MONITOR, MULTI-GAS SENSOR	INDUSTRIAL SCIENTIFIC CORP FRM	TMX412	11/10/1997	1560
1239522	RADIO MOBILE	MOTOROLA COMMUNICATIONS GROUP	D44MJA77A3CK	07/23/1992	478
1239538	RADIO MOBILE	MOTOROLA COMMUNICATIONS GROUP	D44MJA77A3CK	07/23/1992	758
1445796	DETECTOR, SENSITIVITY, FIRE	PYROTRONICS DV BAKER INDUS	SCU9	08/25/1995	1164
1541771	IMAGER, FIRE	PROTOTYPE DEVELOPMENT INC	PROTOTYPE HYDROGEN	12/17/1996	5000
1545152	RAM, HYDRAULIC MID-RANGE	HURST PERFORMANCE INC	JL30B	07/28/1992	1125
1545153	RAM, HYDRAULIC MINI	HURST PERFORMANCE INC	JL20B	04/10/1991	1129
1601646	MODEM, COMMUNICATIONS	BLACK BOX CORP	MD3400A2814CX	09/30/1998	625
1601647	MODEM, COMMUNICATIONS	BLACK BOX CORP	MD3400A2314CX	09/30/1998	625
1601648	MODEM, COMMUNICATIONS	BLACK BOX CORP	V3225	09/30/1998	695
1601649	MODEM, COMMUNICATIONS	BLACK BOX CORP	V3225	09/30/1998	695
1602296	SLIPMETER	WHITELEY INDUSTRIES INC	AC384-1	02/27/1997	1950
1651487	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	T99DX+148W_ASTRO	05/16/2002	3856
1651488	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	T99DX+148W_ASTRO	05/16/2002	3856
1651489	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	T99DX+148W_ASTRO	05/16/2002	3856
1651490	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	T99DX+148W_ASTRO	05/16/2002	3856
1651628	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651629	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651630	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651631	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651632	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651633	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651634	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651635	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651636	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651637	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651639	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651640	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651641	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651642	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651643	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475

ECN	ITEM NAME	MANUFACTURER	MODEL	ACQUIRE DATE	COST
1651644	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651645	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651646	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651647	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651648	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651649	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/23/2002	3475
1651650	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDH9PW7N	05/28/2002	3702
1651719	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/31/2002	3475
1651735	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/31/2002	3475
1651736	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/31/2002	3475
1651737	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/31/2002	3475
1651738	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/31/2002	3475
1651739	RECEIVER-TRANSMITTER RADIO	MOTOROLA COMMUNICATIONS GROUP	H09RDF9PW7N	05/31/2002	3475
1735874	COMPUTER, MICRO	INTERNATIONAL BUSINESS MACHINE	7537	03/18/1998	5000
1735877	COMPUTER, MICRO	INTERNATIONAL BUSINESS MACHINE	7537	03/19/1998	5980
1735878	COMPUTER, MICRO	INTERNATIONAL BUSINESS MACHINE	7537	03/19/1998	14625
1738737	PLOTTER	HEWLETT-PACKARD CO	C3196A	09/19/1996	5959
1846877	RADIO, HAND HELD	MOTOROLA COMMUNICATIONS GROUP	HT1000H01KDC9AA1DN NX	05/09/1997	546
1927092	ZAS TALKER	SIEMENS ENERGY AND AUTOMATION	ZAST-1	09/16/1999	1013
1986975	RAM, HYDRAULIC LARGE	HURST PERFORMANCE INC	JL60B	04/10/1991	1280
1996944	MODEM, RADIO FREQUENCY	MONACO ENTERPRISES	138.9250MHZ	01/23/2001	2299
1996945	COMPUTER, MICRO	MONACO ENTERPRISES	200-061-01	01/23/2001	3000
2078652	TRIPOD, RESCUE	PROTECTA	8FEET	12/03/2001	1400
2081214	POWER UNIT, GAS	HURST PERFORMANCE INC	126702	04/10/1991	2113
2081215	SPREADER, HYDRAULIC, PORTABLE	HURST PERFORMANCE INC	JL32B	04/10/1991	4372
G096212	CUTTER, HYDRAULIC, PORTABLE	HURST PERFORMANCE INC	JL150	04/10/1991	1852
1996946	DISPLAY UNIT	VIEWSONICS INC	VCDTS21532-4M	01/23/2001	6555
1735872	DISPLAY UNIT	INTERNATIONAL BUSINESS MACHINE	7544-001	03/18/1998	2000
1735873	PRINTER, ADP	OKIDATA CORP	GE5250U	03/18/1998	629
1735875	DISPLAY UNIT	INTERNATIONAL BUSINESS MACHINE	7544-001	03/19/1998	2000
1735876	PRINTER, ADP	OKIDATA CORP	GE5256D	03/19/1998	850
1735879	DISPLAY UNIT	INTERNATIONAL BUSINESS MACHINE	7554-001	03/19/1998	2000
1445825	DISPLAY UNIT	HEWITT RAND CORP	HR SV14	03/28/1996	585

# INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
6350-01-450-5420	ADAPTER PLATE,BELL/STROBE	71.48	214.44	3
6350-01-450-9477	ADAPTER PLATE,BELL/STROBE	42.84	385.56	5
6350-01-450-9477	ADAPTER PLATE,BELL/STROBE	42.84	385.56	5
6625-01-371-6329	ADAPTER,TEST, FLUKE PM908	164.04	164.04	1
4820-00-JSC-5826	AIR PLATE,VIKING 02352A	26.50	26.50	1
5340-00-JSC-8484	AIR SEAT,STAR SPRINKLER A	48.89	48.89	1
6350-00-JSC-5041	ALARM,NOTIFIER MA/SS-24	48.60	291.60	6
5306-00-JSC-5403	ANCHOR,WALL, ZIP IT	21.65	21.65	1
5998-00-JSC-5115	ANNUNCIATION SYSTEM,NOTIF	5,670.00	0.00	1
6350-00-JSC-5057	ANNUNCIATOR,COMPUTER SET,	11,425.00	11,425.00	1
6350-00-JSC-5078	ANNUNCIATOR,PYROTRONICS M	945.00	945.00	1
6350-00-JSC-5047	ANNUNCIATOR,REMOTE, EST R	21.00	126.00	6
5985-01-185-9833	ANTENNA,MONACO 19Q400-00	65.26	130.52	2
5920-01-234-1907	ARRESTOR,MONACO 198-001-0	38.50	77.00	2
5820-00-JSC-5680	ASSEMBLY,MONACO 226-200-0	2,195.00	0.00	1
5820-00-JSC-5682	ASSEMBLY,MONACO 404-050-0	3,003.00	3,003.00	1
5820-00-JSC-5681	ASSEMBLY,MONACO 404-051-0	1,293.04	1,293.04	1
5820-00-JSC-5681	ASSEMBLY,MONACO 404-051-0	1,293.04	1,293.04	1
5820-00-JSC-5681	ASSEMBLY,MONACO 404-051-0	1,293.04	1,293.04	1
6350-00-JSC-5080	BACK BOX,PYROTRONICS EB-3	212.20	212.20	1
6350-00-JSC-5080	BACK BOX,PYROTRONICS EB-3	212.20	212.20	1
6350-00-JSC-5080	BACK BOX,PYROTRONICS EB-3	212.20	212.20	1
5998-01-461-2001	BACKPLANE,MXL, PYRO. 500-	223.00	223.00	1
6350-01-467-2653	BASE,DETECTOR, EST B401B	12.51	125.12	10
6350-00-JSC-5150	BASE,DETECTOR, EST SIGA-I	35.02	35.02	1
6350-00-JSC-5151	BASE,DETECTOR, EST SIGA-I	33.32	166.60	5
6350-00-JSC-5140	BASE,DETECTOR, GAMEWELL 7	16.92	33.83	2
6350-00-JSC-5144	BASE,DETECTOR, LIEBERT P4	69.27	138.54	2
6350-01-481-3961	BASE,DETECTOR, SIEMENS PE	11.00	44.00	4
6350-00-JSC-5101	BASE,DETECTOR, SIMPLEX 56	39.23	588.43	15
6350-00-JSC-5054	BASE,EST B501F	10.19	275.17	27
6350-00-JSC-5065	BASE,NOTIFIER BX-501	21.00	273.00	4
6350-01-452-1123	BASE,PYROTRONICS DB-3S	14.25	398.96	28
6350-01-301-0657	BASE,PYROTRONICS DB-6S	10.00	30.00	3
2540-01-442-6140	BASE,SIMPLEX 2098-9211	6.95	69.47	10
6350-00-JSC-5100	BASE,SIMPLEX 2098-9651	1.20	9.60	8
6350-00-JSC-5100	BASE,SIMPLEX 2098-9651	1.20	9.60	8
6130-01-223-6133	BATTERY CHARGER,PYROTRONI	170.05	340.10	2
6140-00-JSC-5151	BATTERY,MONACO 400-706-00	132.00	528.00	4
6140-00-JSC-5151	BATTERY,MONACO 400-706-00	132.00	528.00	4
6140-00-JSC-5151	BATTERY,MONACO 400-706-00	132.00	528.00	4
6140-01-482-9031	BATTERY,RECHARGEABLE, 12V	122.00	244.00	8
6135-01-353-9982	BATTERY,RECHARGEABLE, 6V,	27.93	446.88	16
6140-01-074-5623	BATTERY,RECHARGEABLE, BP-	23.31	46.62	2
6350-01-450-5413	BELL,ALARM, EST, 6 INCH	47.67	190.68	4
6350-00-JSC-5130	BELL,ALARM, NOTIFIER, 10"	48.00	48.00	1
6350-00-JSC-5062	BELL,ALARM, NOTIFIER, 6",	16.16	210.11	4
6350-00-JSC-5062	BELL,ALARM, NOTIFIER, 6",	16.16	210.11	4
		31.50	63.00	2

# INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
6350-01-077-3562	BELL,ALARM, PYROTRONICS,	23.50	70.50	1
6350-01-435-1044	BELL,ALARM, PYROTRONICS,	40.60	527.80	8
6350-00-JSC-5104	BELL,ALARM, SIMPLEX W/DIO	4.80	24.00	4
6350-00-JSC-5067	BELL,MOTOR, NOTIFIER, 10"	32.71	65.42	2
6350-00-JSC-5164	BLOWER ASSEMBLY,PROTEC FB	1,960.36	3,920.71	2
5998-00-JSC-6010	BOARD ASSEMBLY,PROTEC FD0	3,820.00	3,820.00	1
5999-00-JSC-6053	BOARD,CONTROL, PYROTRONIC	75.00	150.00	2
5998-00-JSC-5114	BOARD,CPU, NOTIFIER AFP10	1,200.00	1,200.00	1
5998-00-JSC-5123	BOARD,MONITOR, SIMPLEX 56	360.42	720.83	2
5998-00-JSC-5113	BOARD,NOTIFIER LIB-200	710.00	0.00	4
5998-00-JSC-5113	BOARD,NOTIFIER LIB-200	710.00	0.00	4
7025-00-JSC-5473	BOARD,NOTIFIER SIB-2048	1,400.00	0.00	1
5306-00-JSC-5404	BOLT,TOGGLE, 1/8" DIA, 3"	10.90	10.90	1
6350-00-JSC-5071	BOX,PYROTRONICS MSI-10B	102.28	1,022.80	3
6140-00-JSC-5154	BUS,BATTERY DISTRIBUTION	170.00	170.00	1
6350-00-JSC-5043	CABANET,ELECTRONIC, EST C	459.00	459.00	1
6350-00-JSC-5042	CABINET,ELECTRONIC, EST C	301.88	1,207.50	4
6350-00-JSC-5042	CABINET,ELECTRONIC, EST C	301.88	1,207.50	4
6150-00-JSC-5351	CABLE,DATA, EST 250190	25.88	51.75	2
6145-01-314-4006	CABLE,MONACO 620-023-00	1.76	176.00	100
6150-00-JSC-5148	CABLE,POWER SUPPLY, EST 2	21.20	530.00	25
5995-00-JSC-5052	CABLE,POWER, ELECTRICAL	11.13	22.25	2
5995-00-JSC-5053	CABLE,POWER, ELECTRICAL	16.80	33.60	2
5995-00-JSC-5054	CABLE,POWER, ELECTRICAL	16.80	33.60	2
5995-00-JSC-5055	CABLE,POWER, ELECTRICAL	11.94	23.88	2
6145-01-252-1449	CABLE,POWER, ELECTRICAL	832.82	832.82	1
6150-00-JSC-5349	CABLE,POWER, EST 250192	23.00	46.00	2
6150-00-JSC-5350	CABLE,POWER, EST 250192	15.00	30.00	2
6145-01-253-0121	CABLE,SPECIAL PURPOSE	308.45	308.45	1
6145-00-087-4343	CABLE,SPECIAL PURPOSE, UN	97.51	97.51	1
6145-00-845-5206	CABLE,TWISTED, SHIELDED	189.05	189.05	1
5999-01-397-8339	CAP,ELECTRICAL	0.41	9.81	25
5998-00-JSC-6013	CARD,EST 3-RS232	307.65	922.95	3
5998-00-JSC-6012	CARD,EST 3-RS4485A	314.46	1,886.75	2
5998-00-JSC-5097	CARD,EST COM-3	272.81	4,910.53	18
5998-00-JSC-5106	CARD,EST CPU-3-1 FOR CM1	416.00	1,664.00	2
5998-00-JSC-5105	CARD,EST F-COM-232	459.00	918.00	2
5998-00-JSC-5104	CARD,EST FCOM-485	486.95	2,434.75	5
5998-00-JSC-5103	CARD,EST FCOM-485D	544.48	4,355.86	4
5998-00-JSC-5095	CARD,EST ZAS-1S	1,123.88	12,362.66	11
5998-00-JSC-5095	CARD,EST ZAS-1S	1,123.88	12,362.66	11
5998-00-JSC-5095	CARD,EST ZAS-1S	1,123.88	12,362.66	11
5998-00-JSC-6005	CARD,EST ZAS-2	864.25	864.25	1
5998-00-JSC-5110	CARD,ISOLATOR, EST IOP-3	435.75	435.75	1
5998-00-JSC-6014	CARD,ISOLATOR, EST IOP3A	448.00	448.00	1
5998-00-JSC-5108	CARD,RELAY, EST ZB0-8	215.00	860.00	4
5998-00-JSC-5109	CARD,RELAY, EST ZR8-2	133.00	133.00	1
5998-00-JSC-5107	CARD,ZONE	371.25	2,970.00	8
		162.68	3,416.25	23

# INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
5998-00-JSC-5099	CARD,ZONE, EST ZA4-2	162.68	3,416.25	23
5998-00-JSC-5098	CARD,ZONE, EST ZB8-2	172.31	2,412.40	14
5998-00-JSC-5098	CARD,ZONE, EST ZB8-2	172.31	2,412.40	14
5998-00-JSC-5100	CARD,ZONE, EST ZB8-8	350.80	5,262.00	8
5998-00-JSC-6016	CENTRAL PROCESSING UNIT,E	389.50	779.00	2
5998-00-JSC-5112	CENTRAL PROCESSOR UNIT,NO	1,570.00	0.00	1
4820-00-JSC-5856	CHAMBER ASSEMBLY,ENVIRONM	1,116.40	1,116.40	1
6350-00-JSC-5170	CHASSIS ASSEMBLY,EST 3-CH	278.10	834.30	3
6350-00-JSC-5170	CHASSIS ASSEMBLY,EST 3-CH	278.10	834.30	3
5998-00-JSC-5096	CIRCUIT CARD ASSEMBLY,EST	1,253.05	10,024.38	8
5998-00-JSC-6004	CIRCUIT CARD ASSEMBLY,EST	1,284.17	10,273.38	8
6350-00-JSC-5167	CLOUD CHAMBER ASSEMBLY,SA	3,442.00	0.00	1
5820-00-JSC-5677	COMPUTER ASSEMBLY,MONACO	3,049.86	0.00	1
5975-00-983-5239	CONDUIT,METAL, FLEXIBLE,	30.29	30.29	1
5999-00-JSC-6051	CONTROL BOARD,PYROTRONICS	1,687.50	1,687.50	1
5999-00-JSC-6051	CONTROL BOARD,PYROTRONICS	1,687.50	1,687.50	1
5999-00-JSC-6028	CONTROL MODULE ASSEMBLY,E	805.33	2,416.00	3
5999-00-JSC-6028	CONTROL MODULE ASSEMBLY,E	805.33	2,416.00	3
5999-01-454-9338	CONTROL MODULE ASSEMBLY,E	68.88	964.38	18
6350-01-467-2652	CONTROL MODULE ASSEMBLY,E	1,099.77	5,498.84	5
6350-01-467-2652	CONTROL MODULE ASSEMBLY,E	1,099.77	5,498.84	5
6350-01-467-2652	CONTROL MODULE ASSEMBLY,E	1,099.77	5,498.84	5
5980-00-JSC-5073	CONTROL MODULE,EST 3-12/S	329.00	658.00	2
6350-00-JSC-5052	CONTROL MODULE,MASTER, ES	1,966.16	3,932.31	2
6350-00-JSC-5052	CONTROL MODULE,MASTER, ES	1,966.16	3,932.31	2
5999-00-JSC-6017	CONTROL MODULE,MOTHERBOAR	190.00	1,710.00	2
6350-00-JSC-5165	CONTROL MODULE,NETWORK, C	971.88	1,943.75	2
6320-01-283-9370	CONTROL PANEL,ALARM SYSTE	587.87	1,763.60	3
6320-01-283-9370	CONTROL PANEL,ALARM SYSTE	587.87	1,763.60	3
6350-00-JSC-5107	CONTROL,ULTRASONIC	150.00	150.00	1
6350-00-JSC-5108	CONTROL,ULTRASONIC	50.00	150.00	2
6350-00-JSC-5179	CONTROLLER ASSEMBLY,EST 3	808.53	1,617.06	2
6350-00-JSC-5180	CONTROLLER,EST 3-AADC	1,515.84	7,579.19	5
6130-00-JSC-6260	CONVERTER,VOLTAGE, 120/22	379.00	379.00	1
6350-00-JSC-5048	COVER,CONTROL MODULE, EST	600.00	2,400.00	2
6350-00-JSC-5059	COVER,CONTROL MODULE, EST	300.00	4,800.00	16
6350-00-JSC-5059	COVER,CONTROL MODULE, EST	300.00	4,800.00	16
6350-00-JSC-5059	COVER,CONTROL MODULE, EST	300.00	4,800.00	16
6350-00-JSC-5061	COVER,CONTROL MODULE, EST	400.00	1,600.00	4
6350-00-JSC-5069	COVER,DISPLAY, EST CCM2ND	628.25	628.25	2
5961-00-JSC-6107	DETECTOR ASSEMBLY,INCIPIE	100.30	200.60	2
5961-00-JSC-6108	DETECTOR ASSEMBLY,INCIPIE	120.40	361.19	3
6350-00-JSC-5089	DETECTOR,DETECTOR ELEC. 0	300.00	600.00	2
6350-00-JSC-5131	DETECTOR,DETECTOR ELEC. W	395.00	790.00	2
6350-01-465-0433	DETECTOR,EST 2551F	60.01	960.23	15
6350-01-465-0433	DETECTOR,EST 2551F	60.01	960.23	15
6350-00-JSC-5053	DETECTOR,EST 2551TB	67.00	402.00	6
6350-00-JSC-5110	DETECTOR,HEAT, CHEMETRON	9.28	185.58	20
		21.33	106.63	10

# INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
6350-00-JSC-5112	DETECTOR,HEAT, CHEMETRON	10.01	200.16	20
6350-01-080-1942	DETECTOR,HEAT, CHEMETRON	14.99	749.46	50
6350-01-452-5542	DETECTOR,HEAT, EST SIGA-H	49.83	249.17	5
6350-00-JSC-5068	DETECTOR,HEAT, NOTIFIER F	80.00	1,600.00	10
6350-01-452-5541	DETECTOR,HEAT, SIMPLEX 40	9.44	75.54	8
6350-01-418-5672	DETECTOR,PHOTOELECTRIC, P	68.66	274.62	7
6350-01-445-5391	DETECTOR,PHOTOELECTRIC, P	78.44	470.62	6
6350-00-JSC-5070	DETECTOR,PYROTRONICS ILT-	81.01	324.02	4
6350-01-442-6141	DETECTOR,SIMPLEX 2098-920	1.80	37.80	20
6350-00-JSC-5096	DETECTOR,SIMPLEX 2098-954	20.00	20.00	1
4210-01-185-2762	DETECTOR,SMOKE	67.88	1,086.00	16
6350-01-322-4446	DETECTOR,SMOKE	57.78	0.00	6
6350-01-333-2538	DETECTOR,SMOKE	58.95	353.70	6
6350-01-453-4669	DETECTOR,SMOKE	85.90	171.79	2
6350-01-452-3182	DETECTOR,SMOKE, EST 1451	68.74	1,031.11	15
6350-00-JSC-5045	DETECTOR,SMOKE, EST 2451	40.00	40.00	1
6350-00-JSC-5166	DETECTOR,SMOKE, EST SIGA-	89.48	357.90	4
6350-01-452-3183	DETECTOR,SMOKE, EST SIGA-	82.59	495.51	6
6350-00-JSC-5141	DETECTOR,SMOKE, HEAD, GAM	61.69	123.38	2
6350-01-440-4163	DETECTOR,SMOKE, NOTIFIER	62.54	1,063.23	17
6350-01-440-4163	DETECTOR,SMOKE, NOTIFIER	62.54	1,063.23	17
6350-00-JSC-5082	DETECTOR,SMOKE, PYROTRONI	96.64	676.47	7
6350-00-JSC-5121	DETECTOR,SMOKE, PYROTRONI	7.50	45.00	6
6350-00-937-3144	DETECTOR,SMOKE, PYROTRONI	18.24	346.51	19
6350-01-461-3003	DETECTOR,SMOKE, PYROTRONI	80.36	803.63	10
6350-01-455-4439	DETECTOR,SMOKE, SIEMENS 5	72.00	432.00	6
6350-01-459-0358	DETECTOR,SMOKE, SIMPLEX 2	51.45	874.67	17
6350-01-406-0436	DETECTOR,THERMAL, PYRO. D	53.80	269.00	5
6350-00-JSC-5087	DETECTOR,THERMAL, PYRO.,	40.00	200.00	6
6350-00-JSC-5087	DETECTOR,THERMAL, PYRO.,	40.00	200.00	6
6350-00-JSC-5087	DETECTOR,THERMAL, PYRO.,	40.00	200.00	6
6350-00-JSC-5126	DEVICE,GRINNELL 523241002	318.35	636.70	2
4310-00-JSC-5239	DIAPHRAGM,AIRPUMP, GRINNE	124.24	621.21	5
5340-00-JSC-8486	DISC,OUTER, STAR 5616	36.61	73.22	2
5980-00-JSC-5070	DISPLAY AND LEAD,PROTEC N	650.92	1,952.76	2
5980-00-JSC-5074	DISPLAY,LIQUID CRYSTAL, E	243.60	0.00	2
5999-00-JSC-6031	DISPLAY,NOTIFIER DIA-1010	945.00	0.00	1
5999-00-JSC-6031	DISPLAY,NOTIFIER DIA-1010	945.00	0.00	1
5999-00-JSC-6030	DISPLAY,NOTIFIER DIA-2020	1,417.00	0.00	1
6350-00-JSC-5079	DOOR,PYROTRONICS ED-31	32.50	32.50	1
5975-00-JSC-9223	ENCLOSURE,BACKBOX, EST 3-	550.00	550.00	1
5975-00-JSC-9224	ENCLOSURE,DOOR, EST 3-CAB	760.10	760.10	1
5999-00-JSC-6029	EXPANDER,NOTIFIER ICE-4	132.00	264.00	2
5999-00-JSC-6038	EXPANDER,NOTIFIER IZE-A	182.50	182.50	1
4210-00-JSC-5026	EXTINGUISHER,FIRE, HAND-H	437.32	437.32	1
4210-00-JSC-5026	EXTINGUISHER,FIRE, HAND-H	437.32	437.32	1
4210-00-JSC-5026	EXTINGUISHER,FIRE, HAND-H	437.32	437.32	1
4210-00-720-1815	EXTINGUISHER,FIRE, HAND-H	71.86	2,515.69	35
		71.86	2,515.69	35

# INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
4210-00-720-1815	EXTINGUISHER,FIRE, HAND-H	71.86	2,515.69	35
4210-00-720-1815	EXTINGUISHER,FIRE, HAND-H	71.86	2,515.69	35
4210-00-720-1815	EXTINGUISHER,FIRE, HAND-H	71.86	2,515.69	35
4210-00-720-1815	EXTINGUISHER,FIRE, HAND-H	71.86	2,515.69	35
4210-00-775-0127	EXTINGUISHER,FIRE, HAND-H	44.95	0.00	10
4210-00-775-0127	EXTINGUISHER,FIRE, HAND-H	44.95	0.00	10
4210-00-775-0127	EXTINGUISHER,FIRE, HAND-H	44.95	0.00	10
4210-01-361-6921	EXTINGUISHER,FIRE, HAND-H	93.50	0.00	10
4210-01-361-6921	EXTINGUISHER,FIRE, HAND-H	93.50	0.00	10
4210-01-361-6921	EXTINGUISHER,FIRE, HAND-H	93.50	0.00	10
4210-01-361-6922	EXTINGUISHER,FIRE, HAND-H	199.95	0.00	10
4210-01-361-6922	EXTINGUISHER,FIRE, HAND-H	199.95	0.00	10
4210-01-361-6922	EXTINGUISHER,FIRE, HAND-H	199.95	0.00	10
4210-01-361-6922	EXTINGUISHER,FIRE, HAND-H	199.95	0.00	10
4210-01-361-6922	EXTINGUISHER,FIRE, HAND-H	199.95	0.00	10
4210-01-361-6922	EXTINGUISHER,FIRE, HAND-H	199.95	0.00	10
4210-01-435-5163	EXTINGUISHER,FIRE, HAND-H	298.80	2,091.60	7
4210-01-435-5163	EXTINGUISHER,FIRE, HAND-H	298.80	2,091.60	7
4210-01-435-5163	EXTINGUISHER,FIRE, HAND-H	298.80	2,091.60	7
5330-00-JSC-5789	FACING,CLAPPER	43.24	86.48	1
5330-00-JSC-5797	FACING,CLAPPER	11.00	22.00	2
5330-00-JSC-5798	FACING,CLAPPER	18.00	18.00	1
5330-00-JSC-5799	FACING,CLAPPER	5.00	10.00	2
5330-00-JSC-5805	FACING,CLAPPER	38.00	38.00	1
5330-00-JSC-5806	FACING,CLAPPER	39.60	39.60	1
5330-00-JSC-5820	FACING,CLAPPER	22.90	91.60	4
5330-00-JSC-5823	FACING,CLAPPER	87.00	87.00	1
5360-00-JSC-5324	FACING,CLAPPER	22.29	22.29	1
6350-00-JSC-5155	FIRE ALARM STATION,EST 27	31.96	31.96	1
6350-00-JSC-5153	FIRE ALARM STATION,EST SI	65.28	326.40	5
6350-00-JSC-5075	FIRE INDICATING UNIT,PYRO	200.00	200.00	1
4130-00-JSC-7272	FITER ASSEMBLY,OUTLET, PR	82.50	82.50	1
6680-00-JSC-5097	FLOWMETER,PROTEC FA0264G0	193.60	193.60	1
6350-00-JSC-5161	HORN STROBE,EST 757-7A-T	65.46	458.21	7
4720-00-726-2225	HOSE,AIR, SYNTHETIC RUBBE	1,237.50	1,237.50	1
6350-00-JSC-5115	HOUSING,DETECTOR ELEC. 00	100.00	200.00	2
6350-00-JSC-5055	HOUSING,EST DH500F	133.00	266.00	2
6350-00-JSC-5074	HOUSING,PYROTRONICS AD-3I	70.00	980.00	2
6350-00-JSC-5074	HOUSING,PYROTRONICS AD-3I	70.00	980.00	2
6350-00-JSC-5114	HOUSING,PYROTRONICS AD-3P	43.00	129.00	3
6350-00-JSC-5152	INDICATOR,REMOTE ALARM ES	13.60	68.00	5
6625-00-JSC-5565	INDICATOR,REMOTE, PYROTRO	9.00	45.00	5
6240-00-JSC-5221	INDICATOR,SIMPLEX 2098-98	0.94	14.06	10
6350-00-JSC-5128	INDICATOR,SIMPLEX 2098-98	8.00	24.00	3
6130-00-JSC-6270	KIT,MONACO 210-510-00	240.29	240.29	1
4320-00-JSC-5163	KIT,PUMP, PROTEC SP981004	99.00	99.00	1
4210-00-JSC-5022	KIT,REPAIR, SPRINKLER	39.85	79.70	2
6210-00-JSC-8001	LAMP ASSEMBLY,PYROTRONICS	27.00	54.00	2
6210-00-JSC-8002	LAMP,PYROTRONICS RL-30	10.00	90.00	9
	LAMP,PYROTRONICS RL-40	12.00	72.00	6

# INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
5835-00-JSC-5141	LAMP,REMOTE ALARM, PYRO.	10.00	30.00	3
6850-00-935-4068	LEAK DETECTION FLUID,GENE	32.42	194.53	6
6850-00-935-4068	LEAK DETECTION FLUID,GENE	32.42	194.53	6
7035-01-438-2108	LINE DRIVER,MULTIPOINT	157.00	157.00	1
5998-00-JSC-5121	LOOP-DRIVER,PYROTRONICS A	478.43	478.43	1
4730-00-JSC-9913	MANIFOLD,PROTEC FC0067G04	1,496.00	1,496.00	1
4240-00-JSC-5135	MANUAL STATION,PYROTRONIC	67.50	67.50	1
7025-00-JSC-5468	MEMORY EXPANSION,XL3, PYR	1,550.00	1,550.00	1
6680-00-JSC-5098	METER,PROTEC FC0027G01	1,100.00	1,100.00	1
6680-00-JSC-5099	METER,PROTEC FC0041G01	385.00	385.00	1
7030-00-JSC-5095	MICROCIRCUIT	74.81	673.27	9
7030-00-JSC-5101	MICROCIRCUIT	20.00	200.00	10
1290-01-461-3928	MODULE,ADDRESSABLE	78.83	551.78	7
5999-00-JSC-6055	MODULE,ADDRESSABLE	136.00	680.00	5
6350-00-JSC-5178	MODULE,CLASS A/B, EST SIG	89.00	534.00	6
5999-00-JSC-6022	MODULE,CONTROL, EST CM2N	702.71	11,243.31	12
5999-00-JSC-6022	MODULE,CONTROL, EST CM2N	702.71	11,243.31	12
5999-00-JSC-6022	MODULE,CONTROL, EST CM2N	702.71	11,243.31	12
5999-00-JSC-6022	MODULE,CONTROL, EST CM2N	702.71	11,243.31	12
5999-00-JSC-6022	MODULE,CONTROL, EST CM2N	702.71	11,243.31	12
5999-00-JSC-6022	MODULE,CONTROL, EST CM2N	702.71	11,243.31	12
5999-00-JSC-6035	MODULE,CONTROL, NOTIFIER	379.50	379.50	1
5999-01-467-2369	MODULE,CONTROL, NOTIFIER	115.00	1,035.00	9
5999-00-JSC-6607	MODULE,CONTROLLER, EST CM	588.20	588.20	1
6350-00-JSC-5171	MODULE,EST 3-IDC8/4	547.67	1,095.34	2
6350-00-JSC-5172	MODULE,EST 3-LDSM	142.00	284.00	2
6350-00-JSC-5174	MODULE,EST 3-SSDC	1,038.02	2,076.04	2
6350-00-JSC-5173	MODULE,EST OPS-3	287.73	287.73	1
5999-01-451-3076	MODULE,EST SIGA-CT1	47.25	141.74	3
5999-00-JSC-6609	MODULE,EST SIGA-WTM	68.00	68.00	1
6625-00-JSC-5597	MODULE,EST U10-12/RZMP	833.00	833.00	1
5998-01-440-6893	MODULE,ISOLATION, NOTIFIE	44.00	176.00	4
5999-00-JSC-6021	MODULE,ISOLATOR, EST M500	67.89	882.59	13
5980-00-JSC-5072	MODULE,LED DISPLAY, 3-24Y	238.00	476.00	2
5980-00-JSC-5071	MODULE,LED DISPLAY, EST 3	238.00	476.00	2
6625-00-JSC-5566	MODULE,METER, PYROTRONICS	59.00	59.00	1
5999-01-467-2371	MODULE,MONITOR	55.84	837.63	15
6350-01-447-6341	MODULE,MONITOR	63.52	1,651.59	26
6350-01-447-6341	MODULE,MONITOR	63.52	1,651.59	26
5999-00-JSC-6611	MODULE,MONITOR, EST SIGA-	44.25	44.25	1
5999-00-JSC-6032	MODULE,NOTIFIER ACM-16AT	378.00	0.00	1
5999-00-JSC-6036	MODULE,NOTIFIER AIM-200	680.59	1,361.17	2
5998-00-JSC-5111	MODULE,NOTIFIER ICM-4	242.00	726.00	2
5998-00-JSC-5111	MODULE,NOTIFIER ICM-4	242.00	726.00	2
5999-00-JSC-6040	MODULE,NOTIFIER IZM-8	330.00	990.00	3
5999-01-467-2368	MODULE,NOTIFIER MMX-101	42.90	0.00	20
5999-00-JSC-6039	MODULE,NOTIFIER MMX-1R4	54.50	0.00	12
5999-00-JSC-6043	MODULE,NOTIFIER NCM-1	50.00	550.00	1
		176.00	352.00	2

# INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
6350-00-JSC-5072	MODULE,PYROTRONICS AA-30U	100.00	300.00	2
5998-01-460-6799	MODULE,PYROTRONICS CRM-4	254.00	254.00	1
5998-00-JSC-5118	MODULE,PYROTRONICS CSM-4	263.00	263.00	1
5999-00-JSC-6047	MODULE,PYROTRONICS INX-3A	350.00	350.00	1
6130-01-460-1152	MODULE,PYROTRONICS MPS-6	337.50	337.50	1
5895-00-JSC-5175	MODULE,PYROTRONICS NET-4	81.00	81.00	1
5999-00-JSC-6046	MODULE,PYROTRONICS POX-1	215.00	215.00	1
4810-01-300-8569	MODULE,PYROTRONICS RM-30U	117.05	234.10	2
4210-01-131-8754	MODULE,PYROTRONICS SM-30	62.00	124.00	2
5998-00-JSC-5119	MODULE,PYROTRONICS SPX-1	240.00	240.00	1
5999-01-211-3167	MODULE,PYROTRONICS SR-30	97.02	194.03	2
4210-01-123-7286	MODULE,PYROTRONICS SR-32	123.84	495.36	4
5945-01-386-0453	MODULE,PYROTRONICS SR-35	109.87	439.49	4
5999-00-JSC-6048	MODULE,PYROTRONICS TRI-B6	99.76	199.51	2
5999-00-JSC-6049	MODULE,PYROTRONICS TRX-2D	75.00	150.00	2
5999-00-JSC-6052	MODULE,PYROTRONICS ZN-31U	100.00	100.00	1
5999-00-JSC-6045	MODULE,PYROTRONICS ZN-34U	167.69	1,006.14	6
5999-01-211-3166	MODULE,PYROTRONICS ZS-30	420.00	840.00	2
6350-01-300-6268	MODULE,PYROTRONICS ZU-35T	385.10	2,310.61	6
5999-00-JSC-6608	MODULE,RELAY, EST SIGA-CR	65.63	131.26	1
6350-00-JSC-5175	MODULE,SIGNAL, EST SIGA-C	67.00	268.00	4
6350-00-JSC-5176	MODULE,SIGNAL, EST SIGA-M	62.00	372.00	6
6350-00-JSC-5177	MODULE,SIGNAL, EST SIGA-M	83.00	332.00	4
5998-00-JSC-5128	MODULE,SIMPLEX 2190-9153	35.60	249.20	5
5998-00-JSC-5125	MODULE,SIMPLEX 562-797	372.50	745.00	2
5999-00-JSC-6023	MODULE,SWITCH, EST ISP96-	1,680.00	1,680.00	1
5999-00-JSC-6058	MODULE,TAMPER, ARITECH DU	12.00	12.00	1
5999-00-JSC-6054	MODULE,TIME LIMIT	100.00	100.00	1
6930-01-126-3849	MODULE,TIME LIMIT	145.32	145.32	1
5999-00-JSC-6050	MODULE,TRANSFER, PYRO. TC	75.00	225.00	3
5999-00-JSC-6024	MODULE,ZONE, EST RZBN12-6	734.22	5,873.74	10
5820-00-JSC-5678	MONITOR,MONACO 192-009-01	575.00	575.00	1
5820-00-JSC-5678	MONITOR,MONACO 192-009-01	575.00	575.00	1
5999-00-JSC-6057	MOTHERBOARD,AIRTECH DU-23	55.00	110.00	1
5998-00-JSC-6015	MOTHERBOARD,EST SIGA-U106	99.50	199.00	2
6105-00-JSC-7603	MOTOR,SAFE FIRE DET. 3700	375.00	375.00	1
5985-01-280-5423	MOUNT,WALL, 7"	20.00	40.00	2
5975-00-JSC-6298	PANEL,BLANK, SIMPLEX 635-	4.50	18.00	2
6350-00-JSC-5049	PANEL,DISPLAY, EST FCCD	5,405.55	5,405.55	1
6350-00-JSC-5050	PANEL,SWITCH, EST FCCS	1,207.00	1,207.00	1
6350-00-JSC-5050	PANEL,SWITCH, EST FCCS	1,207.00	1,207.00	1
5961-00-JSC-6115	PHOTOCELL ASSEMBLY,PROTEC	376.61	1,129.84	3
5961-00-JSC-6095	PHOTOELECTRIC CELL,SAFE F	742.50	1,485.00	2
5340-01-448-8647	PLATE,ADAPTER, BADGER AR5	2.53	252.84	100
5340-00-JSC-8503	PLATE,ENVIRONMENT ONE FA0	120.40	120.40	1
5340-00-JSC-8502	PLATE,ENVIRONMENT ONE FB0	24.10	24.10	1
5975-00-JSC-6297	PLATE,PYROTRONICS BP-30	4.00	108.00	10
5998-00-JSC-6002	POWER SUPPLY BOARD,SIMPLE	565.35	565.35	1
	POWER SUPPLY BOARD, ADV	529.82	2,649.11	5

## INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
6130-00-JSC-6253	POWER SUPPLY,AUXILLARY	529.82	2,649.11	5
6130-00-JSC-6253	POWER SUPPLY,AUXILLARY	529.82	2,649.11	5
6130-00-JSC-6254	POWER SUPPLY,AUXILLARY	572.01	572.01	1
6130-00-JSC-6280	POWER SUPPLY,BOOSTER, EST	1,200.57	2,401.13	2
6130-00-JSC-6262	POWER SUPPLY,ENVIRONMENT	33.33	100.00	3
6130-00-JSC-6263	POWER SUPPLY,ENVIRONMENT	220.65	441.29	2
6130-00-JSC-6266	POWER SUPPLY,ENVIRONMENT	241.67	483.34	2
6130-00-JSC-6261	POWER SUPPLY,LIEBERT 020-	175.95	351.90	2
6130-00-JSC-6279	POWER SUPPLY,PRIMARY, EST	861.55	1,723.09	2
6130-00-JSC-6276	POWER SUPPLY,PROTEC FA045	1,470.00	2,940.00	2
6130-00-JSC-6257	POWER SUPPLY,PYROTRONICS	125.00	125.00	1
6130-01-284-1575	POWER SUPPLY,PYROTRONICS	221.55	443.10	2
6130-00-JSC-6259	POWER SUPPLY,SIGNAL, SIMP	287.50	575.00	2
6130-00-JSC-6259	POWER SUPPLY,SIGNAL, SIMP	287.50	575.00	2
6130-00-JSC-6274	POWER SUPPLY,SYSTEM, EST	748.61	5,240.25	7
6130-00-JSC-6274	POWER SUPPLY,SYSTEM, EST	748.61	5,240.25	7
6130-00-JSC-6274	POWER SUPPLY,SYSTEM, EST	748.61	5,240.25	7
6130-00-JSC-6274	POWER SUPPLY,SYSTEM, EST	748.61	5,240.25	7
6130-00-JSC-6274	POWER SUPPLY,SYSTEM, EST	748.61	5,240.25	7
5999-00-JSC-6025	PRINTED CIRCUIT BOARD	1,532.67	4,598.00	2
5999-00-JSC-6026	PRINTED CIRCUIT BOARD	750.00	1,500.00	2
5998-00-JSC-5101	PRINTED CIRCUIT BOARD,EST	300.00	300.00	1
5998-00-JSC-5102	PRINTED CIRCUIT BOARD,EST	1,866.97	11,201.81	6
5998-00-JSC-5102	PRINTED CIRCUIT BOARD,EST	1,866.97	11,201.81	6
5998-00-JSC-5102	PRINTED CIRCUIT BOARD,EST	1,866.97	11,201.81	6
5998-00-JSC-6007	PRINTED CIRCUIT BOARD,PRO	1,815.00	3,630.00	2
5998-00-JSC-6008	PRINTED CIRCUIT BOARD,PRO	178.50	357.00	2
5998-00-JSC-6009	PRINTED CIRCUIT BOARD,PRO	817.44	3,269.75	4
5998-00-JSC-5129	PRINTED CIRCUIT BOARD,SIM	200.00	200.00	1
7025-00-JSC-5457	PRINTER,DOT MATRIX	765.00	765.00	1
7025-00-JSC-5458	PRINTER,DOT MATRIX	765.00	765.00	1
5820-00-JSC-5679	PRINTER,MONACO 205-012-01	316.33	316.33	1
6625-01-412-1400	PROBE-LEAD ASSEMBLY,TEST,	206.32	206.32	1
6350-00-JSC-5056	PROTECTOR,LINE TRANSIENT,	56.83	341.00	6
6350-00-JSC-5056	PROTECTOR,LINE TRANSIENT,	56.83	341.00	6
6350-01-467-2928	PULL BOX,FIRE ALARM, FIRE	37.85	75.70	2
6350-01-261-2030	PULL BOX,FIRE ALARM, HAZ.	321.17	1,927.04	6
4210-01-447-4180	PULL BOX,FIRE ALARM, MANU	30.06	180.36	6
4210-01-447-4182	PULL BOX,FIRE ALARM, MANU	29.00	116.00	4
6350-00-JSC-5157	PULL BOX,FIRE ALARM, MANU	126.56	253.12	2
6350-00-JSC-5119	PULL BOX,FIRE LITE BG10	30.32	60.64	2
6350-00-JSC-5102	PULL BOX,SIMPLEX 2099-978	5.00	25.00	5
5930-01-231-4542	PULL STATION,MANUAL	55.00	275.00	5
6350-00-JSC-5129	PULL STATION,MANUAL	113.67	341.00	3
4320-00-JSC-5164	PUMP,PROTEC N6198205	750.00	750.00	1
4310-00-JSC-5244	PUMP,SAFE FIRE DET. 61982	589.00	589.00	1
4820-00-201-8362	REGULATOR,VICTOR SR250C54	80.69	80.69	1
5945-00-JSC-5270	RELAY AND BASE,PYROTRONIC	91.54	91.54	1

## INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
5945-00-JSC-5273	RELAY CAN	45.00	45.00	1
5945-00-JSC-5274	RELAY CAN	20.00	20.00	1
5999-00-JSC-6027	RELAY MODULE,AUXILIARY, E	41.00	82.00	2
5945-00-JSC-5268	RELAY MODULE,CONTROL, NOT	117.54	352.62	3
5945-00-JSC-5267	RELAY,CONTROL, EST PAM-1	28.00	615.92	15
5945-00-JSC-5296	RELAY,ELECTROMAGNETIC	24.75	24.75	1
5945-00-JSC-5297	RELAY,ELECTROMAGNETIC	27.72	27.72	1
5945-00-JSC-5298	RELAY,ELECTROMAGNETIC	24.75	24.75	1
5945-00-JSC-5299	RELAY,ELECTROMAGNETIC	21.78	21.78	1
5945-00-JSC-5300	RELAY,ELECTROMAGNETIC	27.72	27.72	1
5945-00-JSC-5272	RELAY,SIMPLEX 2098-9739	16.44	230.11	8
5945-01-036-5383	RELAY,STRUTHERS-DUNN MRR1	6.82	6.82	1
5945-00-JSC-6300	RELAY,UNDERCURRENT, DIGIT	1,430.57	1,430.57	1
4210-00-JSC-5019	RELEASING DEVICE,AUTOMATI	45.00	45.00	1
6685-00-JSC-6310	RESERVOIR,ENVIRONMENT ONE	230.45	230.45	1
7510-01-256-2284	RIBBON,PRINTER, NUKOTE BM	8.75	17.50	2
5365-00-JSC-5830	RING,PROTEC FA0137P01	18.70	37.40	2
5365-00-JSC-5831	RING,PROTEC FA0313P01	57.20	57.20	1
5340-00-JSC-8504	RING,RETAINING, 3" DIA.	24.13	48.26	2
5340-00-JSC-8504	RING,RETAINING, 3" DIA.	24.13	48.26	2
5330-00-JSC-5791	SEAL,RUBBER, FOR 6" MODEL	4.80	19.20	4
4820-00-JSC-5828	SEAT,RUBBER, FOR VIKING D	63.00	126.00	2
4820-00-JSC-5834	SEAT,RUBBER, FOR VIKING D	63.00	126.00	2
6350-00-JSC-5060	SENSOR,EST 1451DH	46.00	92.00	2
6350-00-JSC-5146	SENSOR,HONEYWELL TC805C10	133.94	535.74	4
6350-01-452-3184	SENSOR,IONIZATION, EST 15	65.09	846.13	17
6350-01-452-3184	SENSOR,IONIZATION, EST 15	65.09	846.13	17
6350-00-JSC-5012	SENSOR,LIEBERT KIT-0035	631.00	631.00	1
6350-00-JSC-5116	SENSOR,MODULE	73.75	295.00	4
6350-00-JSC-5117	SENSOR,MODULE	805.95	1,611.90	2
6685-00-JSC-6004	SENSOR,MOTION, AIRTECH DU	26.67	80.00	2
6680-00-JSC-5100	SENSOR,PROTEC FA0363P01	266.12	532.23	2
6350-01-452-1124	SENSOR,THERMAL, EST 5551F	45.98	781.74	17
6350-01-452-1124	SENSOR,THERMAL, EST 5551F	45.98	781.74	17
5360-00-JSC-5320	SPRING,CLAPPER	3.30	3.30	1
5360-00-JSC-5322	SPRING,HOLD DOWN, 8" WET	25.38	101.52	4
5360-00-JSC-5325	SPRING,LATCH, 3" STAR DRY	6.36	25.44	4
5360-00-JSC-5321	SPRING,STAR SPRINKLER 557	6.22	12.44	2
5340-00-JSC-8510	STRAP,DOOR, EST 260077	4.74	18.94	4
7030-00-JSC-5097	SUPPORT KIT,MONACO 207-80	6,842.00	6,842.00	1
5930-00-JSC-5593	SWITCH KIT,NOTIFIER AKS-1	50.00	50.00	1
5930-01-457-5405	SWITCH,DOOR, ADEMCO 958-2	23.40	93.58	4
5930-00-JSC-5605	SWITCH,DOOR, CROUSE-HINDS	4.50	45.00	5
5930-01-232-6513	SWITCH,DOOR, SENTROL 2707	132.05	528.20	4
5930-01-238-2588	SWITCH,DOOR, SENTROL 2807	21.67	65.00	3
5930-00-548-4240	SWITCH,HONEYWELL BZ-2R-P1	37.12	37.12	1
5930-00-JSC-5634	SWITCH,LOCK, GE PWKBM1243	70.61	70.61	1
5930-00-JSC-5603	SWITCH,MERCOID DA21-2-8S	121.59	243.18	2

## INSTALLATION ACCOUNTABLE CRITICAL SPARES

National Stock Number	Item Name	Average Unit Price of Item	Total Value of On Hand Quantity	Standby Retention Level Identified
5930-00-JSC-5613	SWITCH,MONITOR, KILLARK F	35.00	35.00	1
5930-00-JSC-5600	SWITCH,NOTIFIER OSY2	84.00	336.00	2
5930-00-JSC-5594	SWITCH,NOTIFIER PIBV2	91.75	183.50	2
5930-00-JSC-5643	SWITCH,PRESSURE, FURNAS 6	92.42	184.84	2
5930-00-JSC-5608	SWITCH,PRESSURE, VIKING 0	49.70	149.11	3
5930-01-467-4906	SWITCH,TAMPER, NOTIFIER P	60.00	180.00	3
5930-00-JSC-5606	SWITCH,TAMPER, SONTRIX TP	3.00	12.00	4
5930-01-155-7126	SWITCH,TOGGLE, ALCO MTA30	13.29	132.90	10
5930-00-JSC-5612	SWITCH,UNITED J33AX-5835	133.47	400.42	3
6350-00-JSC-5133	SWITCH,VALVE, POTTER OSYS	52.89	52.89	1
5930-00-JSC-5597	SWITCH,WATERFLOW	53.33	106.67	2
5930-00-JSC-5599	SWITCH,WATERFLOW	110.20	220.39	2
5930-00-JSC-5599	SWITCH,WATERFLOW	110.20	220.39	2
5930-00-JSC-5599	SWITCH,WATERFLOW	110.20	220.39	2
5930-00-JSC-5611	SWITCH,WATERFLOW	70.00	70.00	1
5930-01-451-3074	SWITCH,WATERFLOW	125.00	125.00	2
5930-01-452-1122	SWITCH,WATERFLOW	73.06	146.12	2
5930-00-JSC-5642	SWITCH,WATERFLOW, POTTER	68.78	68.78	1
6625-00-JSC-5601	THERMISTOR ASSEMBLY,WATER	202.50	202.50	1
5905-01-455-4042	THERMISTOR ASSEMBLY,ENVIR	61.94	309.68	5
5905-00-JSC-5816	THERMISTOR,ENVIRO. ONE FA	192.79	385.57	2
5895-00-JSC-5176	TRANSCEIVER,BUILDING	2,401.50	4,802.99	2
5895-00-JSC-5176	TRANSCEIVER,BUILDING	2,401.50	4,802.99	2
5895-00-JSC-5176	TRANSCEIVER,BUILDING	2,401.50	4,802.99	2
5895-00-JSC-5177	TRANSCEIVER,BUILDING	1,443.90	2,887.80	2
5998-00-JSC-5116	TRANSPONDER,NOTIFIER XPP-	252.00	252.00	1
4720-00-JSC-5439	TUBING,PROTEC FA0157P04	5.94	5.94	1
4820-00-JSC-5857	VALVE,ENVIRONMENT ONE FC0	900.00	900.00	1
4810-00-JSC-5100	VALVE,PROTEC FA0361P01	235.00	235.00	1
4820-00-JSC-5850	VALVE,STAR SPRINKLER A-32	35.33	141.30	4
5330-00-JSC-5817	WASHER,DISC, FOR 4" VALVE	29.70	29.70	1
6350-00-JSC-5163	WICK,PROTEC N3701146	82.50	330.00	4
6350-00-JSC-5073	ZONE INDICATING UNIT,PYRO	200.00	600.00	1

**Attachment J-5**

**GOVERNMENT FURNISHED  
PROPERTY.....J-5, LIST 3 Pages 3-1**

IFP 9-BJ-V63-03-01P

## GOVERNMENT FURNISHED PROPERTY

ECN	ITEM NAME	MANUFACTURER	MODEL	ACQUIRE DATE	COST
16574	TESTER CIRCUIT	HUNTRON INSTRUMENTS INC	2000A	08/15/1988	1895
40277	CAMERA VIDEO STILL	CANON INC	RC570	05/25/1995	3176
40287	CAMCORDER	JVC CO OF AMERICA	GR-AX84U	07/08/1996	700
72519	BLOWER-SMOKE EJECTOR ELECTRIC	SUPER VACUUM MFG CO	P200SE	03/28/1980	1224
79267	PLAYER CASSETTE VIDEO	JVC CO OF AMERICA	BP5300U	08/15/1988	1136
79268	EDITING CONTROL UNIT	JVC CO OF AMERICA	RM86U	08/15/1988	1555
79270	CLEANER VACUUM ELECTRIC	NILFISK OF AMERICA INC	GS80	08/15/1988	1500
79271	CLEANER VACUUM ELECTRIC	NILFISK OF AMERICA INC	GS80	08/15/1988	1500
600225	BLOWER-SMOKE EJECTOR ELECTRIC	SUPER VACUUM MFG CO	P200SE	03/28/1980	1224
683132	POWER SUPPLY	PENRIL CORP TECHNIPOWER DIV	LA10-25M	06/29/1984	1025
800553	CAMERA, STILL PICTURE	LOGITECH INC	FM2	06/14/1993	600
1914414	PROJECTOR, SVGA	EPSON AMERICA INC	ELP5000	11/26/1997	5750
1926966	PROJECTORS	INFOCUS SYSTEM	LP0435ZV	05/27/1999	5389
1927026	PROJECTORS	INFOCUS SYSTEM	LP0435ZV	05/27/1999	5389
1927077	COMPUTER, LAPTOP	DELL COMPUTER CORP F-PC'S LTD	PPI	06/23/1999	4151
1929617	CAMERA, DIGITAL	SONY CORP	MVC-FD71	05/18/1999	657
1986134	SHREDDER	SECURITY ENGINEERING	SEM244/2	08/18/2000	2395
1996084	CAMERA, DIGITAL MAVICA	SONY CORP	MVC-FD83	10/30/2000	584
1996955	POWER SUPPLY	AMERICAN POWER CONVERSION CORP	SU2200RMX4NET	01/31/2001	1256
2078648	BREATHING APPARATUS SELF-CONTD	SURVIVAIR DIV OF U S DIVERS	COUGARSAF-TD	12/03/2001	1783
2078649	BREATHING APPARATUS SELF-CONTD	SURVIVAIR DIV OF U S DIVERS	COUGARSAF-TD	12/03/2001	1783
2078650	BREATHING APPARATUS SELF-CONTD	SURVIVAIR DIV OF U S DIVERS	COUGARSAF-TD	12/03/2001	1783
2078651	BREATHING APPARATUS SELF-CONTD	SURVIVAIR DIV OF U S DIVERS	COUGARSAF-TD	12/03/2001	1783

**Attachment J-5**

**INSTALLATION PROVIDED FACILITIES.....J-5, LIST 4**  
**Pages 4-1**

### INSTALLATION PROVIDED FACILITIES

Facilities to be provided to the successful offeror include approximate 4,148 square feet of space in Building 225 on site, 6,428 square feet in Building 25, 1,863 square feet in Building 226 and 226 North. At the SCTF [NBL] Building 920N room- 3339 provides 458 square feet.

Database List

Databases to be provided by Government:

Close Call Database  
Hazard Abatement Tracking System (HATS)  
Mishap Database  
Action Tracking Information System (ATIS)  
Safety Action Hotline database  
Performance Evaluation Profile (PEP)

Core Course Inventory Lists

Safety Learning Center Core Courses:

Fire Warden  
Certified Pressure Systems Operator Class  
Pressure Systems Class  
Class III Asbestos  
Facility Manager  
Fire Extinguisher  
Safety Through Everyone's Participation (STEP)  
ELSA  
Managing Oxygen Systems  
KSC Access (videos)

NSTC Core Courses:

Fire Safety  
    NSTC 207, Fire Protection Theory and Practice  
    NSTC 217, Life Safety Code  
Occupational/Industrial Health and Safety  
    NSTC 051, Explosive Safety Management & Engineering  
    NSTC 009, Refresher Course for Explosives Handlers and Operational Personnel  
    NSTC 010, Explosive Safety Program Management  
    NSTC 028, Crane Operations and Rigging Safety Refresher  
    NSTC 030, Aerial Platform  
    NSTC 036, Battery Safety  
    NSTC 200, Construction Safety and Health  
    NSTC 204, Machinery and Machine Guarding  
    NSTC 205, Overhead Cranes and Material Handling  
    NSTC 208, Mobile Crane Safety  
    NSTC 209, Forklift Safety  
    NSTC 210, Forklift Safety Refresher  
    NSTC 224, Laboratory Safety and Health  
    NSTC 225, Occupational Ergonomics  
    NSTC 309, Electrical Safety Standards  
    NSTC 310, Electrical Safety Refresher  
    NSTC 311, Fall Protection  
    NSTC 044, Fall Protection Refresher  
    NSTC 312, Scaffolding Safety  
    NSTC 316, Scaffold User's Seminar  
    NSTC 313, Cryogenics Safety  
    NSTC 314, Liquid Nitrogen Handlers' Course  
    NSTC 315, Safety in High Pressure Systems  
    NSTC 317, Safety in High Pressure Operations

NSTC 851, Adult CPR

New Courses for FY 2004

NSTC 035 MORT Principles and Practices  
NSTC 054, Safety in Hydrogen Systems Operations  
NSTC 057, Hand and Power Tool Seminar  
NSTC 058, Fall Protection for Construction  
NSTC 045, Excavation and Trenching Seminar  
NSTC 059, Mobile Cranes, Hoists, Elevators, and Conveyors Safety in Construction  
NSTC 060, Steel Erection  
NSTC 061, Signs, Signals, and Barricades Seminar  
NSTC 062, Occupational Health and Environmental Controls Seminar  
NSTC 063, Material Handling, Storage, Use, and Disposal  
NSTC 064, Welding and Cutting  
NSTC 065, Stairway and Ladders Seminar  
NSTC 066, General Safety and Health Provisions Seminar  
NSTC 067, Personal Protective and Life Saving Equipment Seminar  
NSTC 068, Demolition Seminar  
NSTC 069, Concrete and Masonry Seminar  
NSTC 070, Fire Protection and Prevention in Construction  
NSTC 071, Underground Construction, Caissons, and Cofferdams  
NSTC 072, Motor Vehicles, Mechanized Equipment, Rollover Protective Structures  
And Overhead Protection  
NSTC 073, Toxic and Hazardous Substances Seminar (Asbestos and Cadmium)  
NSTC 074, Range Safety Orientation

RFP 9-BJ-V63-03-01P

SECTION J

Attachment 8

Reserved

### **Contractor Plans**

#### **Safety and Health Plan**

The contract incorporates the Contractor's Safety and Health Plan as submitted on October 1, 2003, by reference with the same force and effect as if it were given in full text.

**Contractor Plans**

Quality Plan

The contract incorporates the Contractor's Quality Plan as submitted on December 1, 2003, by reference with the same force and effect as if it were given in full text.

## **Contractor Plans**

### **Phase-In Plan**

The contract incorporates the Contractor's Phase-In Plan as submitted on July 7, 2003, by reference with the same force and effect as if it were given in full text.

## **Contractor Plans**

### **Conflict of Interest Plan**

The contract incorporates the Contractor's Conflict of Interest Plan as submitted on July 7, 2003, by reference with the same force and effect as if it were given in full text.

## **Contractor Plans**

### **Phase-In Plan**

The contract incorporates the Contractor's Phase-In Plan as submitted on July 7, 2003, by reference with the same force and effect as if it were given in full text.

**Contractor Plans**

**Management Plan**

The contract incorporates the Contractor's Management Plan as negotiated on September 16, 2003, by reference with the same force and effect as if it were given in full text.

NSTC 056, Flexible Hose Safety  
NSTC 0318, Compressed Gas Trailer Safety  
NSTC 037, Hydrogen Safety  
NSTC 040, Hypergol Safety  
NSTC 055, Hypergol Systems: Design, Buildup and Operations  
NSTC 047, OSHA Record Keeping Seminar  
NSTC 052, Fire Hazards in Oxygen Systems  
NSTC 053, Oxygen Systems: Operations and Maintenance  
NSTC 501, General Industry Safety and Health  
NSTC 806, Confined Space  
NSTC 814, Lockout/Tagout  
NSTC 039, Establishing, Maintaining, and Assessing OSHA VPP-Compliant  
Safety And Health Programs

Safety Engineering Courses

NSTC 001, Facility System Safety  
NSTC 002, System Safety Fundamentals  
NSTC 008, System Safety Workshop  
NSTC 011, Payload Safety Review and Analysis  
NSTC 016, Payload Safety Review Process and Requirements  
NSTC 015, System Safety Special Subjects  
NSTC 043, System Safety Seminar  
NSTC 048, System Safety for Managers  
NSTC 020, Basic System Safety Practice  
NSTC 021, Advanced System Safety Practice  
NSTC 023, System Safety in Acquisition  
NSTC 025, Software System Safety

Special Programs

NSTC 003, Certified Safety Professional (CSP) Fundamentals Examination Study Course  
NSTC 006, MORT-Based Mishap Investigation  
NSTC 012, Human Factors in Mishap Investigation  
NSTC 014, MORT-Based Mishap Investigation Refresher  
NSTC 017, Design for Availability  
NSTC 018, Space Shuttle Crash Investigation  
NSTC 019, Aircraft Mishap Investigation  
NSTC 024, Mishap Investigation Board Chairperson  
NSTC 026, Control Team/Crew Resource Management  
NSTC 027, Space Shuttle Crash Investigation Overview  
NSTC 029, Control Team/Crew Resource Management Seminar  
NSTC 034, Situational Awareness  
NSTC 032, Situational Awareness Seminar  
NSTC 049, Root Cause Analysis  
NSTC 400, Certified Quality Engineer  
NSTC 401, Certified Reliability Engineer  
NSTC 402, Certified Quality Technician  
NSTC 828, Hazard & Operability Analysis (HAZOP)  
NSTC 850, Basic First Aid

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2

2. 1	3. EFFECTIVE DATE See Block 16c BJ4/JKC	4. REQUISITION/PURCHASE REQ. See page 2	5. PROJECT NO. (If
ISSUED BY		7. ADMINISTERED BY (If other than Item 6)	

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Fran Mahan  
Houston, TX 77058

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Kari Balusek  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

Increase \$113,439.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

## E. IMPORTANT:

☒ is not, ☐ is required to sign this document 0 copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where  
1. The purpose of this modification is to increase funding by \$113,439.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Frances L. Mahan	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE	16B. UNITED STATES OF AMERICA BY <u>Frances L. Mahan</u> (Signature of Contracting Officer)	16C. DATE SIGNED 11/19/03

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

Page 2  
Modification 1  
NAS 9-03059

**1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,099,995.48. This allotment is for safety and fire services and covers the following estimated period of performance: \_\_October 1, 2003\_\_, to \_\_February 1, 2004\_\_.

(b) An additional amount of \$61,353.38 is obligated under this contract for payment of fee.

**Funding as Follows:**

**PR Number**

4200039133	72NA11	6100.2550	FC200903	72-283-10-BN	72-283	63,439.00
	72NA11	6100.2550	FC300600	72-104-07-01-06	72-104-07	50,000.00

**B: Funding Recap:**

Cost

Fee

TOTAL

\$1,047,909.86

113,439.00

\$1,161,348.86

**Contract Value**

Prior \$28,011,481

This Mod 0

NEW NTE: \$28,011,481

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF  
1 2

2. 2	3. EFFECTIVE DATE See Block 16c BJ4/JKC	4. REQUISITION/PURCHASE REQ. See page 2	5. PROJECT NO. (If
ISSUED BY	7. ADMINISTERED BY (If other than Item 6)		

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Fran Mahan  
Houston, TX 77058

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Kari Balusek  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

Increase \$1,250,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document 0 copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where  
1. The purpose of this modification is to increase funding by \$1,250,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Frances L. Mahan
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE
16B. UNITED STATES OF AMERICA BY <u>Frances L. Mahan</u> (Signature of Contracting Officer)	16C. DATE SIGNED 11/12/04

Page 2  
Modification 2  
NAS 9-03059

**1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$2,325,485.48. This allotment is for safety and fire services and covers the following estimated period of performance: \_\_October 1, 2003\_\_, to \_\_April 15, 2004\_\_.

(b) An additional amount of \$85,863.38 is obligated under this contract for payment of fee.

Funding as Follows:

See Page 3

B: Funding Recap:

Cost			
Fee			
TOTAL	\$1,161,348.86	1,250,000.00	\$2,411,348.86

Contract Value

Prior	\$28,011,481
This Mod	0
NEW NTE:	\$28,011,481

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 2
2. <b>3</b>	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. 420051478, 4200053055	5. PROJECT NO. (If
ISSUED BY BJ4/JKC		7. ADMINISTERED BY (If other than Item 6)	

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Fran Mahan  
Houston, TX 77058

## 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Kari Balusek  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2 **Increase \$396,715.69.**

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** ☒ is not, ☐ is required to sign this document 0 copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where  
1. The purpose of this modification is to increase funding by \$396,715.69

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Frances L. Mahan	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE	16B. UNITED STATES OF AMERICA BY <u>Francis L. Mahan</u> (Signature of Contracting Officer)	16C. DATE SIGNED 3/02/04

Page 2  
Modification 3  
NAS 9-03059

**1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$2,714,422.43. This allotment is for safety and fire services and covers the following estimated period of performance: \_\_October 1, 2003\_\_, to \_\_June 1, 2004\_\_.

(b) An additional amount of \$93,642.12 is obligated under this contract for payment of fee.

Funding as Follows:

See Page 3

B: Funding Recap:

Cost			
Fee			
TOTAL	\$2,411,348.86	\$396,715.69	\$2,808,064.55

Contract Value  
Cost \$15,008,768.43  
Fee 896,278.01  
Total \$15,905,046.44

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2

2. 4  
3. EFFECTIVE DATE  
See Block 16c4. REQUISITION/PURCHASE REQ.  
4200056267

5. PROJECT NO. (If

ISSUED BY

BJ4/JKC

7. ADMINISTERED BY (If other than Item 6)

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Fran Mahan  
Houston, TX 77058

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058

CODE

FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

Increase \$1,601,284

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

## E. IMPORTANT:

☒

is not,

☐

is required to sign this document

0

copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where  
1. The purpose of this modification is to increase funding by \$1,601,284

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or  
Frances L. Mahan

15B. CONTRACTOR/OFFEROR

15C. DATE

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY Frances L. Mahan  
(Signature of Contracting Officer)

3/18/04

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

Page 2  
Modification 4  
NAS 9-03059

**1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,284,308.70. This allotment is for safety and fire services and covers the following estimated period of performance: \_\_October 1, 2003\_, to \_\_August 1, 2004\_\_.

(b) An additional amount of \$125,039.85 is obligated under this contract for payment of fee.

Funding as Follows:

B: Funding Recap:

Cost			
Fee			
TOTAL	\$2,808,064.55	\$1,601,284.00	\$4,409,348.55

Contract Value  
Cost \$15,008,768.43  
Fee 896,278.01  
Total \$15,905,046.44

OMB Approval No. 2700-0042

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. Modification 4		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
NASA Lyndon B. Johnson Space Center Attn: Eric Schell, Mail Code BJ4 2101 NASA Parkway Houston, Texas 77058					

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
 Muniz Engineering, Inc.  
 Attn: Karl Bafusek  
 18003 Buccaneer Lane, Suite 200  
 Houston, TX 77058  
 281-283-8079 FAX: 281-283-5170  
 Cage Code: OXBY6

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED /SEE ITEM 11/
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED /SEE ITEM 13/ 10/1/03

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 9 and 10, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement by Both Parties per FAR 43.03(a)(3)
	D. OTHER (Specify type of modification and authority)

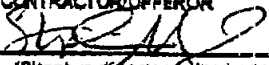

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

## 14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the language in the Statement of Work (section 7.1 & 7.1.1) as shown in attached documents, and to delete in its entirety, page 6 of attachment J-4 "Award Fee Distribution," and replace with the attached replacement page.

All other terms and conditions to this contract remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) STEPHANIE MURPHY Director of Contracts		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Frances L. Mahan, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 4/8/04

## 7.0 Fire Protection Systems Maintenance Services

The contractor is responsible for incidental maintenance and repair of fire detection and suppression systems at JSC, SCTF, and Ellington Field. "Incidental modification, maintenance and repair" consists of servicing systems in place, removal and replacement or repair of small components, and making minor adjustments for components and systems less than \$2000. The contractor shall maintain and operate a small repair shop at a facility provided by the government. Incidental maintenance and repair is typically small scale, such as detectors, sprinkler heads, circuit boards, alarm panels, or other small components of the fire suppression system.

The contractor shall:

- a) Repair fire detection and suppression systems to restore a system to an operating condition.
- b) Purchase equipment and manufacturers' technical support necessary to accomplish this task.
- c) Maintain access to critical spare parts through the JSC Logistics Division.
- d) Repair security systems that are tied to fire detection or suppression systems on an as-needed basis. No preventive maintenance is required.
- e) Develop and maintain procedures to accomplish the tasks below.
- f) Notify the COTR of JSC fire protection systems that do not meet applicable OSHA standards & NFPA Standards and, NAS-STD-8719.11, *Safety Standard for Fire Protection*.
- g) Follow applicable NFPA standards, Underwriters Laboratory Standards, Factory Mutual Standards, manufacturer's recommendations, or other recognized authorities having jurisdiction such as the United States Coast Guard, Federal Aviation Administration, Department Of Transportation, or OSHA, and applicable NASA requirements unless otherwise directed by the COTR.
- h) Develop and implement contingency plans within 8 hours after systems become non-operational to protect life and property.
- i) Develop procedures that include operations and schedules to meet the applicable standards and update them to reflect changes in mission criticality per sub-paragraphs 7.1.1 – 7.1.5 below. The contractor may exclude specific procedures with COTR approval. COTR approval is required on all repair and maintenance procedures.

Under Systems Maintenance Services, the contractor shall perform the following tasks:

### 7.1 Maintain Fire Detection Systems.

Test, inspect, and maintain fire detection systems to ensure their reliability.

The contractor shall meet the following standards and any other applicable standards:

- a) Follow NFPA 72 (with the exception listed in 7.1.1 below), any other applicable NASA standard, and the manufacturer's recommendations for inspection, testing, and maintenance for fire detection systems. This includes fire alarm systems in both normal and emergency power modes and the central station transponders and their communication lines to the dispatch station.
- b) Meet the preventive maintenance (PM) frequency in sub-paragraphs 7.1.2 – 7.1.6 for the appropriate level of mission criticality.

7.1.1 System Proof Tests. Proof test each building fire detection system every 2 years to include per NFPA 72 and update drawings as described in paragraph 7.4 below.:

- b) Initiating an alarm and trouble signal from a minimum of three fire detection devices (automatic or manual) per zone to the building's fire alarm panel.
- b) Updating drawings as described in paragraph 7.4 below.

**APPENDIX 3 – AWARD FEE DISTRIBUTION**

**EVALUATION PERIOD**

**AWARD FEE AVAILABLE**

**BASIC PERIOD:**

1. October 1, 2003, to March 30, 2004  
(including phase-in, if applicable)
2. April 1, 2004, to September 30, 2004
3. October 1, 2004, to March 30, 2005
4. April 1, 2005, to September 30, 2005
5. October 1, 2005 to March 30, 2006
6. April 1, 2006 to September 30, 2006

**OPTION 1:**

7. October 1, 2006, to March 30, 2007
8. April 1, 2007, to September 30, 2007
9. October 1, 2007, to March 30, 2008
10. April 1, 2008, to September 30, 2008

**APPENDIX 3 – AWARD FEE DISTRIBUTION**

<b>PERIOD OF PERFORMANCE</b>	<b>AWARD FEE AVAILABLE</b>
<b>BASIC PERIOD:</b>	
1. October 1, 2003, to March 30, 2004 (including phase-in, if applicable)	**
2. April 1, 2004, to September 30, 2004	**
3. October 1, 2004, to March 30, 2005	**
4. April 1, 2005, to September 30, 2005	**
5. October 1, 2005 to March 30, 2006	**
6. April 1, 2006 to September 30, 2006	**
<b>OPTION 1:</b>	
7. October 1, 2006, to March 30, 2007	**
8. April 1, 2007, to September 30, 2007	**
9. October 1, 2007, to March 30, 2008	**
10. April 1, 2008, to September 30, 2008	**

\*\* = In accordance with the formula set forth herein.

**To calculate the Total Fee earned during a period of performance use steps listed below:**

Actual direct hours worked during evaluation period / target hours for period of performance  
= % hours used during evaluation period

% hours used during evaluation period \* Max Award Fee available for period of performance  
= Max fee available for period of evaluation

Max fee available for period of performance \* Award Fee score  
= Total Fee earned for the evaluation period

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. Modification <b>5</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If appl/cable)
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: Eric Schell, Mail Code BJ4 2101 NASA Parkway Houston, Texas 77058		7. ADMINISTERED BY (If other than item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and ZIP Code)  
Muniz Engineering, Inc.  
Attn: Karl Balusek  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
281-283-6079 FAX: 281-283-6170  
Cage Code: 0XBY8

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) 10/1/03

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 9 and 10, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or teletype which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement by Both Parties per FAR 43.03(a)(3)
	D. OTHER (Specify type of modification and authority)


E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the language in the Statement of Work (section 7.1 & 7.1.1) as shown in attached documents, and to delete in its entirety, page 6 of attachment J-4 "Award Fee Distribution," and replace with the attached replacement page.

All other terms and conditions to this contract remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) STEPHANIE MURPHY Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Frances L. Mahan, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

## 7.0 Fire Protection Systems Maintenance Services

The contractor is responsible for incidental maintenance and repair of fire detection and suppression systems at JSC, SCTF, and Ellington Field. "Incidental modification, maintenance and repair" consists of servicing systems in place, removal and replacement or repair of small components, and making minor adjustments for components and systems less than \$2000. The contractor shall maintain and operate a small repair shop at a facility provided by the government. Incidental maintenance and repair is typically small scale, such as detectors, sprinkler heads, circuit boards, alarm panels, or other small components of the fire suppression system.

The contractor shall:

- a) Repair fire detection and suppression systems to restore a system to an operating condition.
- b) Purchase equipment and manufacturers' technical support necessary to accomplish this task.
- c) Maintain access to critical spare parts through the JSC Logistics Division.
- d) Repair security systems that are tied to fire detection or suppression systems on an as-needed basis. No preventive maintenance is required.
- e) Develop and maintain procedures to accomplish the tasks below.
- f) Notify the COTR of JSC fire protection systems that do not meet applicable OSHA standards & NFPA Standards and, NAS-STD-8719.11, *Safety Standard for Fire Protection*.
- g) Follow applicable NFPA standards, Underwriters Laboratory Standards, Factory Mutual Standards, manufacturer's recommendations, or other recognized authorities having jurisdiction such as the United States Coast Guard, Federal Aviation Administration, Department Of Transportation, or OSHA, and applicable NASA requirements unless otherwise directed by the COTR.
- h) Develop and implement contingency plans within 8 hours after systems become non-operational to protect life and property.
- i) Develop procedures that include operations and schedules to meet the applicable standards and update them to reflect changes in mission criticality per sub-paragraphs 7.1.1 – 7.1.5 below. The contractor may exclude specific procedures with COTR approval. COTR approval is required on all repair and maintenance procedures.

Under Systems Maintenance Services, the contractor shall perform the following tasks:

### 7.1 Maintain Fire Detection Systems.

Test, inspect, and maintain fire detection systems to ensure their reliability.

The contractor shall meet the following standards and any other applicable standards:

- a) Follow NFPA 72 ~~(with the exception listed in 7.1.1 below)~~, any other applicable NASA standard, and the manufacturer's recommendations for inspection, testing, and maintenance for fire detection systems. This includes fire alarm systems in both normal and emergency power modes and the central station transponders and their communication lines to the dispatch station.
- b) Meet the preventive maintenance (PM) frequency in sub-paragraphs 7.1.2 – 7.1.6 for the appropriate level of mission criticality.

**7.1.1 System Proof Tests.** Proof test each building fire detection system every 2 years to include per NFPA 72 and update drawings as described in paragraph 7.4 below.

- ~~b) Initiating an alarm and trouble signal from a minimum of three fire detection devices (automatic or manual) per zone to the building's fire alarm panel.~~
- ~~b) Updating drawings as described in paragraph 7.4 below.~~

**APPENDIX 3 - AWARD FEE DISTRIBUTION**

**EVALUATION PERIOD**

**AWARD FEE AVAILABLE**

**BASIC PERIOD:**

1. October 1, 2003, to March 30, 2004  
(including phase-in, if applicable)
2. April 1, 2004, to September 30, 2004
3. October 1, 2004, to March 30, 2005
4. April 1, 2005, to September 30, 2005
5. October 1, 2005 to March 30, 2006
6. April 1, 2006 to September 30, 2006

**OPTION 1:**

7. October 1, 2006, to March 30, 2007
8. April 1, 2007, to September 30, 2007
9. October 1, 2007, to March 30, 2008
10. April 1, 2008, to September 30, 2008

**APPENDIX 3 – AWARD FEE DISTRIBUTION**

<b>PERIOD OF PERFORMANCE</b>	<b>AWARD FEE AVAILABLE</b>
<b>BASIC PERIOD:</b>	
1. October 1, 2003, to March 30, 2004 (including phase-in, if applicable)	**
2. April 1, 2004, to September 30, 2004	**
3. October 1, 2004, to March 30, 2005	**
4. April 1, 2005, to September 30, 2005	**
5. October 1, 2005 to March 30, 2006	**
6. April 1, 2006 to September 30, 2006	**
<b>OPTION 1:</b>	
7. October 1, 2006, to March 30, 2007	**
8. April 1, 2007, to September 30, 2007	**
9. October 1, 2007, to March 30, 2008	**
10. April 1, 2008, to September 30, 2008	**

\*\* = In accordance with the formula set forth herein.

**To calculate the Total Fee earned during a period of performance use steps listed below:**

Actual direct hours worked during evaluation period / target hours for period of performance  
= % hours used during evaluation period

% hours used during evaluation period \* Max Award Fee available for period of performance  
= Max fee available for period of evaluation

Max fee available for period of performance \* Award Fee score  
= Total Fee earned for the evaluation period

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF 1 2
AMENDMENT/MODIFICATION 6	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. 4200047748	5. PROJECT NO. (If
ISSUED BY	BJ4/JKR	7. ADMINISTERED BY (If other than Item 6)	

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Fran Mahan  
Houston, TX 77058

## 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
281-283-6200 FAX #: 281-283-6170

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2 Increase \$200,400.00

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document 0 copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where

1. The purpose of this modification is to increase funding by \$200,400.00

(See Page 2)

All other terms and conditions for this contract remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Frances L. Mahan	
15B. CONTRACTOR/OFFEROR	15C. DATE	16B. UNITED STATES OF AMERICA BY <u>Frances L. Mahan</u> (Signature of Contracting Officer)	16C. DATE SIGNED 4/28/04
(Signature of person authorized to sign)			

Page 2  
Modification 6  
NAS 9-03059

**1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,472,724.70. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to October 7, 2004.

(b) An additional amount of \$137,023.85 is obligated under this contract for payment of fee.

Funding as Follows:

B: Funding Recap:

Cost			
Fee			
TOTAL	\$4,409,348.55	\$200,400.00	\$4,609,748.55

Contract Value  
Cost \$15,008,768.43  
Fee 896,278.01  
Total \$15,905,046.44

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF

1 1

2. 7	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ.	5. PROJECT NO. (If
ISSUED BY	BJ4/JKC	7. ADMINISTERED BY (If other than Item 6)	

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Fran Mahan  
Houston, TX 77058

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2 N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

## E. IMPORTANT:

☒ is not, ☐ is required to sign this document 0 copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where  
1. The purpose of this modification is to recognize award fee earned for the first award fee evaluation period: October 1, 2003 to March 31, 2004.

Award Fee Available for this Period:  
Award Fee Earned:  
Lee Provisional Payments  
Total to be paid to MEI

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Frances L. Mahan
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Frances L. Mahan</u> (Signature of Contracting Officer)
15C. DATE	16C. DATE SIGNED 5/18/04

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	3
2. AMENDMENT/MOD NO. Modification 3	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO	
NASA Lyndon B. Space Center Attn: Craig Burrige/BJ4 2101 NASA Parkway Houston, Texas 77058		7. ADMINISTERED BY See Block 6	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Muniz Engineering, Inc. Attn: Stephanie Murphy 18903 Buccanor Lane, Suite 200 Houston, Texas 77058		(9)	9A. AMENDMENT OF SOLICITATION NO	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		(10)	10A. MOD. OF CONTRACT/ORDER No NAS9-03059	
CODE	FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 10/1/03	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning one (1) copy of the amendment;  (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or  (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required)				
Financial Management				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.303(a)(3)				
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)				
IMPORTANT: Contractor is required to sign this document and return 2 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p>The purpose of this modification is to change the language of paragraph 8.0 and add paragraph 8.5 to the Statement of Work as detailed on the attached pages.</p>				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Kari Balusek, General Manager		15A. NAME AND TITLE OF CONTRACTING OFFICER Craig Burrige, Contracting Officer		
15B. CONTRACTOR/OFFEROR Kari Balusek (Signature of person authorized to sign)	6/8/04	15B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	15C. DATE SIGNED 6/11/04	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-103 STANDARD FORM 30/REV. 10-83/ES Prescribed by GSA FPMR (41 CFR) 101-11.6		

NAS9-03059  
Modification 8  
Page 2 of 3

1. Paragraph 8.0 of the Statement of Work is changed:

From:

**8.0 Safety Information Management**

The contractor shall collect and analyze safety data such as mishaps, hazards, and training. The contractor shall maintain records of its activities, such as reviews, inspections, maintenance, and actions worked. This task does not include software or database development.

The contractor shall:

- a) Ensure all records are retained and dispositioned as described in NPG 1441.1, *NASA Records Retention Schedule*.
- b) Maintain records in accordance with the Privacy Act.

Under Safety Information Management, the contractor shall perform the following tasks and sub-tasks:

To:

**8.0 Safety Information Management**

The contractor shall collect and analyze safety data such as mishaps, hazards, and training. The contractor shall maintain records of its activities, such as reviews, inspections, maintenance, and actions worked.

The contractor shall:

- c) Ensure all records are retained and dispositioned as described in NPG 1441.1, *NASA Records Retention Schedule*.
- d) Maintain records in accordance with the Privacy Act.

Under Safety Information Management, the contractor shall perform the following tasks and sub-tasks:

2. This following paragraph is added to the Statement of Work as follows:

**8.5 Develop and maintain safety databases.**

The contractor shall:

- a) Develop and modify data base applications as directed by the COTR. Development and evaluation of new data base products to support the Safety Information Management shall meet customer requirements as approved by the COTR. All Safety Information Management products (including Federal Information Processing (FIP) applications) shall become the property of the government unless otherwise specified by FIP regulations, the FAR, and applicable requirements such as licenses.

NAS9-03059  
Modification 8  
Page 3 of 3

- b) Provide the COTR with a plan and schedule within one week of being tasked with a new database application or modification. The COTR may approve an alternate due date.
- c) Meet approved development and modification schedules unless the COTR approves a slip.
- d) Maintain existing databases to 95% availability.
- e) Bring network or other factors that affect database availability and that are beyond the contractor's control to the attention of the COTR.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 2
AMENDMENT/MODIFICATION 9	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE 4200067246	5. PROJECT NO. (If
ISSUED BY	B.I4/IKG	7. ADMINISTERED BY (If other than Item 6)	0

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Lee Ann O'Neil  
Houston, TX 77058 PH 281-483-1871 FX 281-483-7890

## 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

Increase \$111,524.17

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & FAR Clause 52.232-22 as modified by NFSS 1852.232-81. Date for estimated period of performance agreed to via e-mail on June 18 from Penny Wilcoxson, Muniz Engineering to Lee Ann O'Neil, NASA/JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

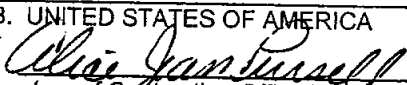
E. IMPORTANT: ☒ is not, ☐ is required to sign this document \_\_\_\_\_ copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter)

The purpose of this modification is to increase funding by \$111,524.17 changing the funding from \$4,609,748.55 to \$4,721,272.72.

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type Alice Jean Pursell	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE 30-105 JSC MS Word (Aug 95)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE 6/21/04
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Clause B.2 Contract Funding (NASA 18-52.232-81) is hereby deleted in its entirety and replaced by the following:

**"B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,582,062.12. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to October 8, 2004

(b) An additional amount of \$139,210.60 is obligated under this contract for payment of fee.

Funding as Follows:

B: Funding Recap:

Estimated Cost			
Award Fee			
Total	\$4,609,748.55	\$111,524.17	\$4,721,272.72

Contract Value  
Cost \$15,008,768  
Fee 896,278  
Total \$15,905,046

**AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
103. EFFECTIVE DATE  
See block 16C.4. REQUISITION/PURCHASE REQ. NO.  
N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Lee Ann O'Neil  
Houston, TX 77058-3696  
PH: 281-483-1871 FAX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058

PH: 281.283.6019

FAX 281.283.6170

CODE

FACILITY CODE

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
Oct 1, 2003**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)**

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

x

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise the funding profile by moving \$51,728 from Estimated Cost to Maximum Award Fee. The total funds available remain the same.

(See page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Alice Jean Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Clause B.2 Contract Funding (NFS 18-52.232-81) is hereby deleted in its entirety and replaced by the following:

"B.2 Contract Funding (NFS 1852.232-81) (Jun 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,530,339.12. This allotment is for safety and fire services and covers the following estimated period of performance October 1, 2003, to October 8, 2004.

(b) An additional amount of \$190,933.60 is obligated under this contract for payment of fee.

Funding Recap:

Est Cost			
Max Fee			
Total	\$4,721,272.72	\$0.00	\$4,721,272.72

For informational purposes only:

Contract	
Est. Cost	\$15,008,768.00
Max Fee	\$896,278.00
Total	\$15,905,046.00

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF  
1 2AMENDMENT/MODIFICATION  
113. EFFECTIVE DATE  
See Block 16c4. REQUISITION/PURCHASE  
4200076948

5. PROJECT NO. (If

ISSUED BY

BJ4/JKC

7. ADMINISTERED BY (If other than

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office

Attn: BJ4/Lee Ann O'Neil

Houston, TX 77058

PH 281-483-1871 FX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.

Attn: Stephanie Murphy

16903 Buccaneer Lane, Suite 200

Houston, TX 77058

PH 281-283-6019 FAX 281-283-6170

CODE

FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

X NAS9-03059

October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2 Increase \$290,000.00

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document 0 copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where

- The purpose of this modification is to increase funding by \$290,000.00 changing the funding from \$4,721,272.72 to \$5,011,272.72.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or  
Alice Jean Pursell

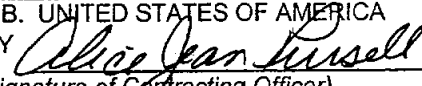
15B. CONTRACTOR/OFFEROR

15C. DATE

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY   
(Signature of Contracting Officer)

7/30/04

**1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,710,339.12. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to November 1, 2004

(b) An additional amount of \$300,933.60 is obligated under this contract for payment of fee.

Funding as Follows:

**B: Funding Recap**

Est Cost			
Max Fee			
Total	\$4,721,272.72	\$290,000.00	\$5,011,272.72

**Contract Value**

Cost \$15,008,768.43

Fee 896,278.01

Total \$15,905,046.44

NAS9-03059  
Safety Fire Support

LIST OF MODIFICATIONS

Mod #	Date	Description
1	11/19/2003	Funding
2	01/12/2004	Funding
3	03/02/2004	Funding
4	03/18/2004	Funding
5	04/08/2004	Changes to SOW & Award Fee
6	04/28/2004	Funding
7	05/18/2004	Award Fee Payment
8	06/11/2004	Changes to SOW
9	06/21/2004	Funding
10	06/28/2004	Revised Funding Profile less cost more fee

OMB Approval No. 2700-0042

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF 1 2
AMENDMENT/MODIFICATION 12	3. EFFECTIVE DATE See Block 18c	4. REQUISITION/PURCHASE 4200047748	5. PROJECT NO. (//
ISSUED BY	BJ4/JKG	7. ADMINISTERED BY (If other than	

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Lee Ann O'Neil  
Houston, TX 77058 PH 281-483-1871 FX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
PH 281-283-8019 FAX 281-283-8170

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following:

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

Decrease \$24,500.00

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b), FAR Clause 52.232-22
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☐ is not, ☐ is required to sign this document 1 copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where

The purpose of this modification is to decrease funding by \$24,500.00 changing the funding from \$5,011,272.72 to \$4,986,772.72.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) STEPHANIE MURPHY, Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE 8/30/04
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 9/1/04

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

STANDARD FORM 30 BACK (REV. 10-83)

Page 2  
Modification 12  
NAS 9-03059

**1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,687,309.12. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to November 1, 2004

(b) An additional amount of \$299,463.60 is obligated under this contract for payment of fee.

**Funding as Follows**

**B: Funding Recap:**

Est Cost			
Max Fee			
Total	\$6,011,272.72	(\$24,500.00)	\$4,986,772.72

**Contract Value**

Cost \$15,008,788.43

Fee 896,278.01

Total \$15,905,046.44

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF

1 2

AMENDMENT/MODIFICATION  
133. EFFECTIVE DATE  
See Block 16c4. REQUISITION/PURCHASE  
4200086016

5. PROJECT NO. (If

ISSUED BY

BJ4/JKG

7. ADMINISTERED BY (If other than

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Lee Ann O'Neil

Houston, TX 77058 PH 281-483-1871 FX 281-483-7890

## 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE

FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase \$514,422.36

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
Mutual Agreement of the parties per e-mail from Penny Wilcoxson/contractor, in file dated 9/22/04

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document \_\_\_\_\_ copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where

The purpose of this modification is to increase funding by \$514,422.36 changing the funding from \$4,986,772.72 to \$5,501,195.08.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or  
Alice Jean Pursell

15B. CONTRACTOR/OFFEROR

15C. DATE

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

JSC MS Word (Aug 95)

Prescribed by GSA FAR (48 CFR) 53.243

**1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,033,731.48. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to April 28, 2005.

(b) An additional amount of \$467,463.60 is obligated under this contract for payment of fee.

Funding as Follows:

**B: Funding Recap:**

Est Cost	\$		
Max Fee			
Total	\$4,986,772.72	\$514,422.36	\$5,501,195.08

**Contract Value**

Cost \$15,008,768.00

Fee 896,278.00

Total \$15,905,046.00

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
143. EFFECTIVE DATE  
See block 16c4. REQUISITION/PURCHASE REQ. NO.  
See page 2

5. PROJECT NO. (If applicable)

6. ISSUED BY COD

7. ADMINISTERED BY (If other CODE

NASA, Lyndon B. Johnson Space Center  
Attn: BJ4/Lee Ann O'Neil  
Houston, TX 77058  
Tel No: 281-483-1871, Fax: 281-483-6170

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Phyllis Thompson  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
Ph: 281-283-6031, FAX 281-283-6170

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Increase \$845,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) Limitation of Funds 52.232.22 (Apr 1984) as modified by NFS 1532.705.2. Date for estimated period of performance agreed to by phone on Nov 24, 2004 between Phyllis Thompson, Muniz and Alice Jean Pursell, NASA/JSC
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of the modification is to add incremental funding in the amount of \$845,000, as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Alice Jean Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

1. Clause B.2, Contract Funding (NFS 1852.232-81) (Jun 1990), is hereby deleted in its entirety and replaced by the following:

"B.2. Contract Funding (NFS 1852.232-81) (June 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government is \$5,878,731.48. This allotment is for performing the work described in Section C, and covers the following estimated period of performance: October 1, 2003 to February 4, 2005.

(b) An additional amount of \$467,463.60 is obligated under this contract for payment of fee.

Estimated Cost			
Award Fee			
Total	\$5,501,195.08	\$845,000.00	\$6,346,195.08

FOR ADMINISTRATIVE PURPOSES ONLY:

CONTRACT VALUE

Estimated Cost	\$15,008,768.00
Award Fee	<u>\$896,278.00</u>
Total	\$15,905,046.00

Information for Block 4: Obligate

PR #	Amount
4200089219	\$10,000.00
4200089324	\$5,000.00
4200090241	\$20,000.00
4200089341	<u>\$810,000.00</u>
Total	\$845,000.00

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF

1 1

AMENDMENT/MODIFICATION

15

3. EFFECTIVE DATE

See Block 16c

4. REQUISITION/PURCHASE

NA

5. PROJECT NO. (if

ISSUED BY

BJ4/JKC

7. ADMINISTERED BY (If other than

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office

Attn: BJ4/Lee Ann O'Neil

Houston, TX 77058

PH 281-483-1871 FX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.

Attn: Phyllis Thompson

16903 Buccaneer Lane, Suite 200

Houston, TX 77058

PH 281-283-6019 FAX 281-283-6170

CODE

FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS9-03059

10B. DATED (SEE ITEM 13)

October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document 0 copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where The purpose of this modification is to recognize award fee earned for the second award fee evaluation period: April 1, 2004 to September 30, 2004.

Award Fee Available for this period:

Award Fee Earned:

Less Provisional payments

Total to be paid to contractor:

**EARNED AWARD FEE**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or  
Alice Jean Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE

16B. UNITED STATES OF AMERICA

BY

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-33)

PREVIOUS EDITION UNUSABLE

JSC MS Word (Aug 95)

Prescribed by GSA FPMR (41 CFR) 101-11.6

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF  
1 2AMENDMENT/MODIFICATION  
163. EFFECTIVE DATE  
See Block 16c4. REQUISITION/PURCHASE  
4200047748

5. PROJECT NO. (If

ISSUED BY

BJ4/JKG

7. ADMINISTERED BY (If other than

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office

Attn: BJ4/Lee Ann O'Neil

Houston, TX 77058

PH 281-483-1871 FX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.

Attn: Stephanie Murphy

16903 Buccaneer Lane, Suite 200

Houston, TX 77058

PH 281-283-6019 FAX 281-283-6170

CODE

FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS9-03059

10B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increases \$554,000.00.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

x B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds FAR Clause 52.232-22 (Apr 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via telephone on Dec. 21, 2004 between Phyllis Thompson, Muniz, and Alice Jean Pursell, CO, JSC, NASA.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document \_\_\_\_\_ copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where

The purpose of this modification is to add incremental funding in the amount of \$554,000.00, as follows:

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or  
Alice Jean Pursell

15B. CONTRACTOR/OFFEROR

15C. DATE

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY   
(Signature of Contracting Officer)

12/21/04

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

1. B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$6,432,731.48. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to March 16, 2005.

(b) An additional amount of ~~\$299,463.68~~ is obligated under this contract for payment of fee.

*\$467,463.60*

Cumulative Funding Data

Estimated Cost

Maximum Award Fee

Total	\$6,346,495.08	\$554,000.00	\$6,900,495.08
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For Administrative Purposes Only:

Contract Value

Estimated Cost	\$15,008,768.00
----------------	-----------------

Maximum Award Fee	<u>\$896,278.00</u>
-------------------	---------------------

Total	\$15,905,046.00
-------	-----------------

Information for Block 4: Obligate

PR#	Amount
4200094451(Y)	\$200,000.00
4200093404(Y)	\$254,000.00
4200092384(Y)	<u>\$100,000.00</u>
Total	\$554,000.00

*Corrects on Modification 17.*

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION 17		3. EFFECTIVE DATE See Block 16c BJ4/JKG	4. REQUISITION PURCHASE N/A	5. PROJECT NO. (If 1 2
ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Business Management Office Attn: BJ4/Lee Ann O'Neil Houston, TX 77058		7. ADMINISTERED BY (If other than PH 281-483-1871 FX 281-483-7890		

## 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

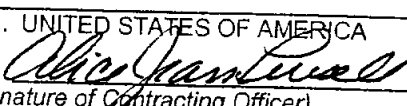
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document \_\_\_\_\_ copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where

The purpose of this modification is to correct typographical errors in Modification 16, as follows: The Maximum Award Fee shown B.2(b), is revised from \_\_\_\_\_, the Cumulative Funding Data (Prior Funding, and Total) is revised from \_\_\_\_\_ the total amount funded in the Prior Funding column is revised from \_\_\_\_\_ and the total amount funded in the Total column is changed from \$6,900,495.08 to \$6,900,195.08".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Alice Jean Pursell	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE 30-105	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/22/04

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

Therefore,

A. Clause B.2 Contract Funding (NFS 1852.232-81) (Jun 199) is hereby deleted in its entirety and replaced with the following:

**B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$6,432,731.48. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to March 16, 2005.

(b) An additional amount of \$467,463.60 is obligated under this contract for payment of fee.

B. The Cumulative Funding Data on Modification 16 is hereby deleted and replaced with the following:

**Cumulative Funding Data**

Estimated Cost			
Maximum Award Fee			
Total	\$6,346,195.08	\$554,000.00	<u>\$6,900,195.08</u>

For Administrative Purposes Only:

Contract Value	
Estimated Cost	\$15,008,768.00
Maximum Award Fee	<u>\$896,278.00</u>
Total	\$15,905,046.00

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF 1 1
AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE NA	5. PROJECT NO. (If
ISSUED BY	BJ4/JKC	7. ADMINISTERED BY (If other than Item	

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058 PH 281-483-1871 FX 281-483-7890

## 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Phyllis Thompson  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14 (x)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 0A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Mutual Agreement of the parties

E. IMPORTANT: ☒ is not, ☐ is required to sign this document 0 copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Phyllis Thompson Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE 1/21/05
16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 1/31/05

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 13

AMENDMENT/MODIFICATION  
193. EFFECTIVE DATE  
October 1, 20044. REQUISITION/PURCHASE  
NA

5. PROJECT NO. (If

ISSUED BY

BJ4/JKG

7. ADMINISTERED BY (If other than  
Item 6)

O

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Lee Ann O'Neil  
Houston, TX 77058

PH 281-483-1871 FX 281-483-7890

## 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Phyllis Thompson  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
PH 281-283-6031 FAX 281-283-6170

CODE

FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-03059

10B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

NA.

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

X (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)..

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X d. OTHER (Specify type of modification and authority)  
Clause 52.222-41 Service Contract Act of 1965, as amended (May 1989)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document \_\_\_\_\_ copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter)

The purpose of this modification is to incorporate the latest Wage Determination (WD) into the contract. WD94-2516, Rev 23 is deleted in its entirety and replaced with WD94-2516, Rev 24 effective October 1, 2004

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type  
Alice Jean Pursell

15B. CONTRACTOR/OFFEROR

15C. DATE

16B. UNITED STATES OF AMERICA  
BY Alice Jean Pursell  
(Signature of Contracting Officer)

16C. DATE

1/20/05

(Signature of person authorized to sign)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

STANDARD FORM 30 BACK (REV. 10-83)

STANDARD FORM 98 January 1996 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION		NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE  (See Instructions on Reverse)		1. NOTICE NO.  26921 Memorandum	
MAIL TO:  Administrator Wage and Hour Division U.S. Department of Labor Washington, DC 20210		2. Estimated solicitation date (use numerals)			
		Month	Day	Year	
		3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)			
		Month	Day	Year	
		4. Date contract performance to begin (use numerals)			
		Month	Day	Year	
		10	01	04	
5. PLACE(S) OF PERFORMANCE  Harris County, TX		6. SERVICES TO BE PERFORMED (describe)  IV: Safety and Fire Services Contract Period: 10/01/04 to 09/30/05 NAS 9-03059			
7. INFORMATION ABOUT PERFORMANCE					
A. <input checked="" type="checkbox"/> Services now performed by a contractor B. <input type="checkbox"/> Services now performed by Federal employees C. <input type="checkbox"/> Services not presently being performed					
8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE					
a. Name and address of incumbent contractor  Muniz Engineering, Inc. 16903 Buccaneer Ln, Suite 200 Houston, TX 77058			b. Number(s) of any wage determination(s) in incumbent's contract  WD 94-2516		
c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). <b>Important:</b> Attach copies of current applicable collective bargaining agreements  None			RESPONSE TO NOTICE (by Department of Labor)  A. <input checked="" type="checkbox"/> The attached wage determination(s) listed below apply to procurement. WD 94-2516, Rev 24  B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.  C. <input type="checkbox"/> From information supplied, the Service Contract Act does not apply (see attached explanation).  D. <input type="checkbox"/> Notice returned for additional information (see attached explanation)  Signed: _____ (U.S. Department of Labor)  _____ (Date)  COMPUTER-GENERATED		
9. OFFICIAL SUBMITTING NOTICE					
SIGNED:		DATE			
TYPE OR PRINT NAME Connie R. Pritchard Contract Labor Relations Officer		TELEPHONE NO. 281-483-4121			
10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT  AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.  NASA Johnson Space Center Connie R. Pritchard, Mail Code BA2 2101 Parkway Houston, TX 77058					

[illegible]

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS  
DIVISION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

By Direction of the Secretary of Labor

William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2516

Revision No.: 24

Date Of Last Revision: 08/10/2004

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston,  
Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery,  
San Jacinto, Trinity, Walker, Waller, Washington, Wharton

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
<b>01000 - Administrative Support and Clerical Occupations</b>	
01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	17.73
01050 - Dispatcher, Motor Vehicle	14.00
01060 - Document Preparation Clerk	11.66
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	11.01
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.23
01116 - General Clerk II	10.01
01117 - General Clerk III	12.97
01118 - General Clerk IV	14.88
01120 - Housing Referral Assistant	19.36
01131 - Key Entry Operator I	10.76
01132 - Key Entry Operator II	13.76
01191 - Order Clerk I	12.51
01192 - Order Clerk II	14.27
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	18.50
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.67
01311 - Secretary I	14.67
01312 - Secretary II	17.73
01313 - Secretary III	19.36
01314 - Secretary IV	22.76
01315 - Secretary V	25.57

01320 - Service Order Dispatcher	13.30	
01341 - Stenographer I		12.72
01342 - Stenographer II		15.12
01400 - Supply Technician	22.76	
01420 - Survey Worker (Interviewer)	14.26	
01460 - Switchboard Operator-Receptionist		10.88
01510 - Test Examiner		17.73
01520 - Test Proctor	17.73	
01531 - Travel Clerk I	11.49	
01532 - Travel Clerk II	12.39	
01533 - Travel Clerk III	13.25	
01611 - Word Processor I		11.45
01612 - Word Processor II	13.79	
01613 - Word Processor III	16.27	

#### **03000 - Automatic Data Processing Occupations**

03010 - Computer Data Librarian	13.18	
03041 - Computer Operator I	13.26	
03042 - Computer Operator II	14.61	
03043 - Computer Operator III	16.59	
03044 - Computer Operator IV	22.60	
03045 - Computer Operator V	23.59	
03071 - Computer Programmer I (1)	19.99	
03072 - Computer Programmer II (1)		24.38
03073 - Computer Programmer III (1)		27.62
03074 - Computer Programmer IV (1)		27.62
03101 - Computer Systems Analyst I (1)		27.31
03102 - Computer Systems Analyst II (1)		27.62
03103 - Computer Systems Analyst III (1)		27.62
03160 - Peripheral Equipment Operator		12.36

#### **05000 - Automotive Service Occupations**

05005 - Automotive Body Repairer, Fiberglass		21.26
05010 - Automotive Glass Installer	19.86	
05040 - Automotive Worker	19.15	
05070 - Electrician, Automotive	20.76	
05100 - Mobile Equipment Servicer	17.65	
05130 - Motor Equipment Metal Mechanic		22.47
05160 - Motor Equipment Metal Worker		19.15
05190 - Motor Vehicle Mechanic	22.47	
05220 - Motor Vehicle Mechanic Helper		16.93
05250 - Motor Vehicle Upholstery Worker		18.17
05280 - Motor Vehicle Wrecker	19.15	
05310 - Painter, Automotive	20.76	
05340 - Radiator Repair Specialist	20.96	
05370 - Tire Repairer	14.40	
05400 - Transmission Repair Specialist	23.06	

#### **07000 - Food Preparation and Service Occupations**

(not set) - Food Service Worker	7.86	
07010 - Baker	9.47	
07041 - Cook I	8.52	

07042 - Cook II	9.19	
07070 - Dishwasher	7.74	
07130 - Meat Cutter	12.19	
07250 - Waiter/Waitress		7.51
<b>09000 - Furniture Maintenance and Repair Occupations</b>		
09010 - Electrostatic Spray Painter	16.65	
09040 - Furniture Handler		11.74
09070 - Furniture Refinisher	16.09	
09100 - Furniture Refinisher Helper	13.74	
09110 - Furniture Repairer, Minor	15.29	
09130 - Upholsterer	16.65	
<b>11030 - General Services and Support Occupations</b>		
11030 - Cleaner, Vehicles	8.29	
11060 - Elevator Operator	6.97	
11090 - Gardener	11.04	
11121 - House Keeping Aid I	6.86	
11122 - House Keeping Aid II	6.97	
11150 - Janitor	8.17	
11210 - Laborer, Grounds Maintenance		8.86
11240 - Maid or Houseman	6.86	
11270 - Pest Controller	11.80	
11300 - Refuse Collector		8.29
11330 - Tractor Operator		10.40
11360 - Window Cleaner	8.92	
<b>12000 - Health Occupations</b>		
12020 - Dental Assistant		14.22
12040 - Emergency Medical Technician (EMT)/Paramedic /Ambulance Driver		12.93
12071 - Licensed Practical Nurse I	13.52	
12072 - Licensed Practical Nurse II	15.38	
12073 - Licensed Practical Nurse III	16.71	
12100 - Medical Assistant		11.91
12130 - Medical Laboratory Technician		13.63
12160 - Medical Record Clerk	12.72	
12190 - Medical Record Technician	14.56	
12221 - Nursing Assistant I		7.08
12222 - Nursing Assistant II		9.82
12223 - Nursing Assistant III	10.62	
12224 - Nursing Assistant IV	12.40	
12250 - Pharmacy Technician	13.10	
12280 - Phlebotomist	13.30	
12311 - Registered Nurse I		22.28
12312 - Registered Nurse II	27.45	
12313 - Registered Nurse II, Specialist	29.16	
12314 - Registered Nurse III	34.51	
12315 - Registered Nurse III, Anesthetist	34.51	
12316 - Registered Nurse IV	39.53	
<b>13000 - Information and Arts Occupations</b>		
13002 - Audiovisual Librarian	18.40	

13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	21.17
13050 - Library Technician	12.96
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
<b>15000 - Laundry, Dry Cleaning, Pressing and Related Occupations</b>	
15010 - Assembler	7.93
15030 - Counter Attendant	7.93
15040 - Dry Cleaner	10.15
15070 - Finisher, Flatwork, Machine	7.93
15090 - Presser, Hand	7.93
15100 - Presser, Machine, Drycleaning	7.93
15130 - Presser, Machine, Shirts	7.93
15160 - Presser, Machine, Wearing Apparel, Laundry	7.93
15190 - Sewing Machine Operator	10.75
15220 - Tailor	11.56
15250 - Washer, Machine	8.67
<b>19000 - Machine Tool Operation and Repair Occupations</b>	
19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20
<b>21000 - Material Handling and Packing Occupations</b>	
21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	18.50
21030 - Material Expediter	18.50
21040 - Material Handling Laborer	12.26
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	12.41
21130 - Shipping Packer	12.41
21140 - Store Worker I	9.51
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.06
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84
<b>23000 - Mechanics and Maintenance and Repair Occupations</b>	
23010 - Aircraft Mechanic	21.09
23040 - Aircraft Mechanic Helper	16.43
23050 - Aircraft Quality Control Inspector	22.02
23060 - Aircraft Servicer	18.28
23070 - Aircraft Worker	19.26
23100 - Appliance Mechanic	16.65

23120 - Bicycle Repairer		13.91
23125 - Cable Splicer	19.51	
23130 - Carpenter, Maintenance	17.01	
23140 - Carpet Layer	15.92	
23160 - Electrician, Maintenance	23.18	
23181 - Electronics Technician, Maintenance I		14.70
23182 - Electronics Technician, Maintenance II		19.02
23183 - Electronics Technician, Maintenance III	22.33	
23260 - Fabric Worker		15.00
23290 - Fire Alarm System Mechanic		17.43
23310 - Fire Extinguisher Repairer	14.40	
23340 - Fuel Distribution System Mechanic		19.17
23370 - General Maintenance Worker		15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic		17.43
23430 - Heavy Equipment Mechanic		17.43
23440 - Heavy Equipment Operator		17.43
23460 - Instrument Mechanic	17.43	
23470 - Laborer	9.70	
23500 - Locksmith	16.65	
23530 - Machinery Maintenance Mechanic	19.81	
23550 - Machinist, Maintenance	20.16	
23580 - Maintenance Trades Helper	13.58	
23640 - Millwright	19.02	
23700 - Office Appliance Repairer	16.65	
23740 - Painter, Aircraft	18.32	
23760 - Painter, Maintenance	16.65	
23790 - Pipefitter, Maintenance	19.33	
23800 - Plumber, Maintenance	17.15	
23820 - Pneudraulic Systems Mechanic		17.43
23850 - Rigger	17.43	
23870 - Scale Mechanic		15.92
23890 - Sheet-Metal Worker, Maintenance		17.43
23910 - Small Engine Mechanic	15.92	
23930 - Telecommunication Mechanic I		20.53
23931 - Telecommunication Mechanic II		21.44
23950 - Telephone Lineman	19.17	
23960 - Welder, Combination, Maintenance		17.43
23965 - Well Driller	17.43	
23970 - Woodcraft Worker	17.43	
23980 - Woodworker		9.64
<b>24000 - Personal Needs Occupations</b>		
24570 - Child Care Attendant	9.68	
24580 - Child Care Center Clerk	12.06	
24600 - Chore Aid	6.28	
24630 - Homemaker		15.41
<b>25000 - Plant and System Operation Occupations</b>		
25010 - Boiler Tender	19.86	
25040 - Sewage Plant Operator	17.00	
25070 - Stationary Engineer	19.86	
25190 - Ventilation Equipment Tender		14.33
25210 - Water Treatment Plant Operator		16.65

**27000 - Protective Service Occupations**

(not set) - Police Officer	20.86	
27004 - Alarm Monitor		12.98
27006 - Corrections Officer		18.04
27010 - Court Security Officer	18.04	
27040 - Detention Officer		18.04
27070 - Firefighter	17.70	
27101 - Guard I	10.02	
27102 - Guard II	17.90	

**28000 - Stevedoring/Longshoremen Occupations**

28010 - Blocker and Bracer	15.62	
28020 - Hatch Tender		15.62
28030 - Line Handler	15.62	
28040 - Stevedore I	14.61	
28050 - Stevedore II	16.63	

**29000 - Technical Occupations**

21150 - Graphic Artist	23.11	
29010 - Air Traffic Control Specialist, Center (2)		33.86
29011 - Air Traffic Control Specialist, Station (2)		23.35
29012 - Air Traffic Control Specialist, Terminal (2)	25.71	
29023 - Archeological Technician I	19.34	
29024 - Archeological Technician II	21.66	
29025 - Archeological Technician III	26.79	
29030 - Cartographic Technician	27.31	
29035 - Computer Based Training (CBT) Specialist/ Instructor		25.70
29040 - Civil Engineering Technician	24.82	
29061 - Drafter I	15.37	
29062 - Drafter II	15.85	
29063 - Drafter III	20.90	
29064 - Drafter IV	26.79	
29081 - Engineering Technician I	15.08	
29082 - Engineering Technician II	18.74	
29083 - Engineering Technician III	21.81	
29084 - Engineering Technician IV	27.69	
29085 - Engineering Technician V	36.15	
29086 - Engineering Technician VI	41.10	
29090 - Environmental Technician	24.76	
29100 - Flight Simulator/Instructor (Pilot)		32.45
29160 - Instructor	23.47	
29210 - Laboratory Technician	17.97	
29240 - Mathematical Technician	28.04	
29361 - Paralegal/Legal Assistant I	17.80	
29362 - Paralegal/Legal Assistant II	21.38	
29363 - Paralegal/Legal Assistant III	26.62	
29364 - Paralegal/Legal Assistant IV	29.59	
29390 - Photooptics Technician	26.79	
29480 - Technical Writer		23.21
29491 - Unexploded Ordnance (UXO) Technician I	21.52	
29492 - Unexploded Ordnance (UXO) Technician II		26.04
29493 - Unexploded Ordnance (UXO) Technician III		31.21

29494 - Unexploded (UXO) Safety Escort	21.52
29495 - Unexploded (UXO) Sweep Personnel	21.52
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99
<b>31000 - Transportation/ Mobile Equipment Operation Occupations</b>	
31030 - Bus Driver	14.48
31260 - Parking and Lot Attendant	7.68
31290 - Shuttle Bus Driver	11.52
31300 - Taxi Driver	8.81
31361 - Truckdriver, Light Truck	11.52
31362 - Truckdriver, Medium Truck	14.97
31363 - Truckdriver, Heavy Truck	16.00
31364 - Truckdriver, Tractor-Trailer	16.00
<b>99000 - Miscellaneous Occupations</b>	
99020 - Animal Caretaker	8.21
99030 - Cashier	8.41
99041 - Carnival Equipment Operator	9.72
99042 - Carnival Equipment Repairer	10.22
99043 - Carnival Worker	7.50
99050 - Desk Clerk	10.65
99095 - Embalmer	19.59
99300 - Lifeguard	11.31
99310 - Mortician	23.71
99350 - Park Attendant (Aide)	14.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.48
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	12.23
99610 - Sales Clerk	10.53
99620 - School Crossing Guard (Crosswalk Attendant)	8.29
99630 - Sport Official	10.43
99658 - Survey Party Chief (Chief of Party)	18.11
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.66
99660 - Surveying Aide	12.40
99690 - Swimming Pool Operator	13.10
99720 - Vending Machine Attendant	10.91
99730 - Vending Machine Repairer	13.10
99740 - Vending Machine Repairer Helper	11.19

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present

contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform

cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative

of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split,

National Aeronautics and  
Space Administration  
**Lyndon B. Johnson Space Center**  
2101 NASA Parkway  
Houston, Texas 77058-3696



December 22, 2004

Reply to Attn of BJ4-04-173

Muniz Engineering, Inc.  
Attn: Stephanie Murphy  
Houston Operations  
6903 Buccaneer Lane, Suite 200  
Houston, TX 77058

**SUBJECT:** Contract NAS 9-03059, Wage Determination, Modification No. 18

An executed copy of the subject modification is enclosed.

Please complete and return the enclosed JSC Form 858 that acknowledges receipt of the subject modification.

Alice Jean Pursell  
Contracting Officer

2 Enclosures

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF  
1 2AMENDMENT/MODIFICATION  
203. EFFECTIVE DATE  
See Block 16c4. REQUISITION/PURCHASE  
4200098791

5. PROJECT NO. (If

ISSUED BY

BJ4/JKG

7. ADMINISTERED BY (If other than Item 6)

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058 PH 281-483-1871 FX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Phyllis Thompson  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Increase: \$1,800,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) Limitation of Funds Clause (FAR 52.232.22) & Mutual Agreement of the Parties (per e-mail dated 1/28/05 showing the funding run out date

E. IMPORTANT: ☒ is not, ☐ is required to sign this document \_\_\_\_\_ copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where

The purpose of this modification is to increase incremental funding by \$1,800,000.00 changing the funding from \$6,900,195.08 to \$8,700,195.08.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Alice Jean Pursell, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Alice Jean Pursell</u> (Signature of Contracting Officer)
15C. DATE 30-105 JSC MS Word (Aug 95)	16C. DATE SIGNED 1/31/05

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

Therefore,

A. Clause B.2 Contract Funding (NFS 1852.232-81) (Jun 199) is hereby deleted in its entirety and replaced with the following:

**B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$8,232,731.48. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to April 30, 2005.

(b) An additional amount of \$467,463.60 is obligated under this contract for payment of fee.

B. The Cumulative Funding Data on Modification 16 is hereby deleted and replaced with the following:

**Cumulative Funding Data**

Estimated Cost			
Maximum Award Fee			
Total	\$6,900,195.08	\$1,800,000.00	\$8,700,195.08

For Administrative Purposes Only:

Contract Value	
Estimated Cost	\$15,008,768.00
Maximum Award Fee	<u>\$896,278.00</u>
Total	\$15,905,046.00

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF  
1 2AMENDMENT/MODIFICATION  
213. EFFECTIVE DATE  
See Block 16c4. REQUISITION/PURCHASE  
42000101284

5. PROJECT NO. (If

ISSUED BY

BJ4/JKG

7. ADMINISTERED BY (If other than Item 6)

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058 PH 281-483-1871 FX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Phyllis Thompson  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE

FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS9-03059

10B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: \$371,000

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X d. OTHER (Specify type of modification and authority)

Limitation of Funds Clause (FAR 52.232.22) &amp; Mutual Agreement of the Parties (per e-mail dated 3/8/05 showing the funding run out date

E. IMPORTANT: ☒ is not, ☐ is required to sign this document \_\_\_\_\_ copies to the issuing office

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where

The purpose of this modification is to increase incremental funding by \$371,000.00 changing the funding from 8,700,195.08 to \$9,071,195.08.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or  
Alice Jean Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY *Alice Jean Pursell*  
(Signature of Contracting Officer)

3/15/05

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

JSC MS Word (Aug 95)

Prescribed by GSA FAR (48 CFR) 53.243

STANDARD FORM 30 BACK (REV. 10-83)

Therefore,

A. Clause B.2 Contract Funding (NFS 1852.232-81) (Jun 199) is hereby deleted in its entirety and replaced with the following:

**B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$8,528,731.48. This allotment is for safety and fire services and covers the following estimated period of performance: October 1, 2003, to July 6, 2005.

(b) An additional amount of \$542,463.60 is obligated under this contract for payment of fee.

B. The Cumulative Funding Data on Modification 20 is hereby deleted and replaced with the following:

Cumulative Funding Data

Estimated Cost			
Maximum Award Fee			
Total	\$8,700,195.08	\$371,000.00	\$9,071,195.08

For Administrative Purposes Only:

Contract Value	
Estimated Cost	\$15,008,768.00
Maximum Award Fee	<u>\$896,278.00</u>
Total	\$15,905,046.00

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 22		3. EFFECTIVE DATE See block 16C.		4. REQUISITION/PURCHASE REQ. NO. See Page 2	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890

## 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Phyllis Thompson  
16903 Buccaneer Lane, Suite 200  
Houston, TX 77058

PH: 281-283-6019 FX 281-283-6170

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

INCREASE: \$350,000

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on Apr 26, 2005 between Marlene Hilliard, MEI and Alice Jean Pursell, CO, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add incremental funding in the amount of \$350,000.00, as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/24/05

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is 8,878,731.48. This allotment is for the Aircraft Maintenance and Modification Contract and covers the following estimated period of performance: October 1, 2003 through July 15, 2005.

(b) An additional amount of \$542,463.60 is obligated under this contract for payment of fee."

Estimated Cost			
Award Fee			
Total	\$9,071,195.08	\$350,000.00	\$9,421,195.08

FOR ADMINISTRATIVE PURPOSES ONLY:  
 CONTRACT VALUE

Estimated Cost	\$15,008,768.00
Award Fee	<u>\$896,278.00</u>
Total	\$15,905,046.00

Information for Block 4: Obligate

PR #	Amount	Complete
4200110378	\$250,000.00	Y
4200110840	<u>\$100,000.00</u>	Y
Total	\$350,000.00	

*Corrected  
 Nov 26*

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF
AMENDMENT/MODIFICATION 23	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE NA	1	1
ISSUED BY	BJ4/JKG	5. PROJECT NO. (//		
		7. ADMINISTERED BY (If other than		

NASA Lyndon B. Johnson Space Center  
Institutional Business Management Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058 PH 281-483-1871 FX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
Muniz Engineering, Inc.  
Attn: Phyllis Thompson  
2525 Bay Area Boulevard, Suite 300  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (if required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document 0 copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter  
The purpose of this modification is to recognize award fee earned for the third evaluation period: October 1, 2004 through March 31, 2005

Award Fee Available for this period:

Award Fee Earned:

Less Provisional payments

Total to be paid to contractor:

# ARNED AWARD FEE

Except as provided herein, all terms and conditions of the document, referenced in item 14 or 15, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lee Ann Audet, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE	16B. UNITED STATES OF AMERICA BY <i>Lee Ann Audet</i> (Signature of Contracting Officer)	16C. DATE 6/10/05
(Signature of person authorized to sign)			

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
--	--	---------------------	----------------------

2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE See block 16C.	4. REQUISITION/PURCHASE REQ. NO. 4200115915	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Lee Ann Audet Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Muniz Engineering, Inc. Attn: Phyllis Thompson One Corporate Plaza 2525 Bay Area, Suite 300 Houston, TX 77058 PH: 281-283-6019 FX 281-283-6170	
---	--

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:	
(a) By completing Items 8 and 15, and returning <input type="checkbox"/> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	

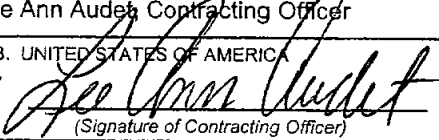
12. ACCOUNTING AND APPROPRIATION DATA (If required) INCREASE: \$697,000.00
---

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)	
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on June 2, 2005 between Phyllis Thompson, MEI, and Lee Ann Audet, CO, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.
--

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to add incremental funding in the amount of \$697,000.00 changing the funding from \$9,421,195.08 to \$10,118,195.08
---

(Continued on page 2)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lee Ann Audet, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/22/05

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$9,575,731.48. This allotment is for the Aircraft Maintenance and Modification Contract and covers the following estimated period of performance: October 1, 2003 through July 15, 2005. *connected Mod 26*

(b) An additional amount of \$542,463.60 is obligated under this contract for payment of fee."

Estimated Cost			
Award Fee			
Total	\$9,421,195.08	\$697,000.00	\$10,118,195.08

FOR ADMINISTRATIVE PURPOSES ONLY:  
CONTRACT VALUE

Estimated Cost	\$15,008,768.00
Award Fee	<u>\$896,278.00</u>
Total	\$15,905,046.00

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 25		3. EFFECTIVE DATE See block 16C.	4. REQUISITION/PURCHASE REQ. NO. 4200120874	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than item 6) CODE		

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
Muniz Engineering, Inc. Attn: Marlene Hilliard  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6019 FX 281-283-6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
(X)		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
INCREASE: \$100,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

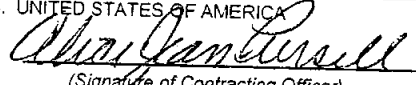
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on July 18, 2005 between Marlene Hilliard, MEI and Alice Jean Pursell, CO, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$100,000.00, as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/18/05

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$9,650,731.48. This allotment is for the ~~Aircraft Maintenance and Modification Contract~~ and covers the following estimated period of performance: October 1, 2003 through September 2, 2005. *Connected Mod 26*

(b) An additional amount of \$567,463.60 is obligated under this contract for payment of fee."

Estimated Cost			
Award Fee			
Total	\$10,118,195.08	\$100,000.00	\$10,218,195.08

FOR ADMINISTRATIVE PURPOSES ONLY:

CONTRACT VALUE

Estimated Cost	\$15,008,769.00
Maximum Award	
Fee	<u>\$896,278.00</u>
Total	\$15,905,047.00

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
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2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE See block 16C.	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc. Attn: Marlene Hilliard  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6019 FX 281-283-6170

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

#### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

#### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

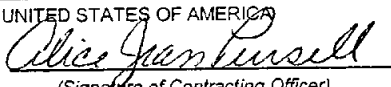
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct a typographical error on page 2 of Modifications 22, 24 and 25, as follows: B.5. (a), line 3, delete "Aircraft Maintenance and Modification", and insert: "Safety and Fire Services".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/22/05

**AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
273. EFFECTIVE DATE  
See block 16C.4. REQUISITION/PURCHASE REQ. NO.  
4200123733 & 4200121750

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Eric Schell  
Houston, TX 77058-3696 PH: 281-244-2259 FX: 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc. Attn: Penny Wilcoxson  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6019 FX 281-283-6170

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059 10B. DATED (SEE ITEM 13) October 1, 2003

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**INCREASE: \$369,909.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

x B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on July 18, 2005 between Marlene Hilliard, MEI and Alice Jean Pursell, CO, NASA, JSC.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add incremental funding in the amount of \$369,909.00, as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Alice Jean Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$10,020,640.48. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through September 26, 2005.

(b) An additional amount of \$567,463.60 is obligated under this contract for payment of fee."

Estimated Cost			
Award Fee			
Total	\$10,218,195.08	\$369,909.00	<u>\$10,588,104.08</u>

FOR ADMINISTRATIVE PURPOSES ONLY:  
CONTRACT VALUE

Estimated Cost	\$15,008,769.00
Maximum Award Fee	<u>\$896,278.00</u>
Total	\$15,905,047.00

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

28

3. EFFECTIVE DATE  
See block 16C.4. REQUISITION/PURCHASE REQ. NO.  
See Page 2

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Eric Schell  
Houston, TX 77058-3696 PH: 281-244-2259 FX: 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc. Attn: Penny Wilcoxson  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6019 FX 281-283-6170

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

INCREASE: See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE  
CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on July 18, 2005 between Marlene Hilliard, MEI and Alice Jean Pursell, CO, NASA, JSC.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$91,000.00, as follows:

(Continued on page 2)

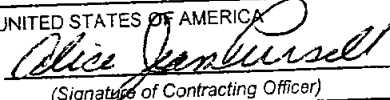
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Alice Jean Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA  
BY   
(Signature of Contracting Officer)

16C. DATE SIGNED

8/10/05

(Signature of person authorized to sign)

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$10,020,640.48. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through September 28, 2005.

(b) An additional amount of \$567,463.60 is obligated under this contract for payment of fee."

Estimated Cost  
Award Fee

Total	\$10,588,104.08	\$91,000.00	\$10,679,104.08
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FOR ADMINISTRATIVE PURPOSES ONLY:  
CONTRACT VALUE

Estimated Cost	\$15,008,769.00
Maximum Award Fee	<u>\$896,278.00</u>
Total	\$15,905,047.00

Purchase Requisition Number:

4200119452

4200125997

Obligation Amount:

\$66,000.00

\$25,000.00

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 29		3. EFFECTIVE DATE See block 16C.		4. REQUISITION/PURCHASE REQ. NO. 4200131533	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
Muniz Engineering, Inc. Attn: Marlene Hilliard  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058  
PH: 281-283-6019 FX 281-283-6170

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
INCREASE: \$96,871.42

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on Sep. 27, 2005 between Penny Wilcoxson, MEI and Alice Jean Pursell, CO, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$96,871.42, as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Alice Jean Pursell</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/27/05

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$9,650,731.48. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through September 30, 2005.

(b) An additional amount of \$567,463.60 is obligated under this contract for payment of fee."

Estimated Cost

Award Fee

Total	\$10,679,104.08	\$96,871.42	\$10,775,975.50
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FOR ADMINISTRATIVE PURPOSES ONLY:

CONTRACT VALUE

Estimated Cost	\$15,008,769.00
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Maximum Award

Fee	\$896,278.00
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Total	\$15,905,047.00
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<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   12
2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE October 1, 2005.	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (if other than Item 6)		CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Lee Ann Audet  
Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
Muniz Engineering, Inc. Attn: Penny Wilcoxson  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6019 FX 281-283-6170

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

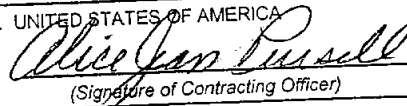
12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) FAR 52.222-41 Service Contract Act of 1965, As Amended

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to incorporate revised Wage Determination WD 94-2516, Rev 26, for the period of October 1, 2005 through September 30, 2006

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
(Signature of person authorized to sign)	16C. DATE SIGNED Sep. 30, 2005
15C. DATE SIGNED	

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT  
STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2516  
Revision No.: 26  
Date of Revision: 05/23/2005

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

**OCCUPATION CODE - TITLE**

**MINIMUM WAGE RATE**

**01000 - Administrative Support and Clerical Occupations**

01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	17.73
01050 - Dispatcher, Motor Vehicle	15.40
01060 - Document Preparation Clerk	12.07
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	12.07
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.63
01116 - General Clerk II	10.80
01117 - General Clerk III	12.97
01118 - General Clerk IV	14.88
01120 - Housing Referral Assistant	19.36
01131 - Key Entry Operator I	11.20
01132 - Key Entry Operator II	14.32
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	18.50
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.67
01311 - Secretary I	14.67

01312 - Secretary II	17.73
01313 - Secretary III	19.36
01314 - Secretary IV	22.76
01315 - Secretary V	25.57
01320 - Service Order Dispatcher	14.63
01341 - Stenographer I	12.72
01342 - Stenographer II	15.12
01400 - Supply Technician	22.76
01420 - Survey Worker (Interviewer)	15.53
01460 - Switchboard Operator-Receptionist	10.88
01510 - Test Examiner	17.73
01520 - Test Proctor	17.73
01531 - Travel Clerk I	11.56
01532 - Travel Clerk II	12.46
01533 - Travel Clerk III	13.33
01611 - Word Processor I	11.45
01612 - Word Processor II	13.79
01613 - Word Processor III	16.27

#### **03000 - Automatic Data Processing Occupations**

03010 - Computer Data Librarian	13.45
03041 - Computer Operator I	13.45
03042 - Computer Operator II	15.53
03043 - Computer Operator III	17.54
03044 - Computer Operator IV	24.69
03045 - Computer Operator V	23.90
03071 - Computer Programmer I (1)	21.12
03072 - Computer Programmer II (1)	26.16
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.41
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.45

#### **05000 - Automotive Service Occupations**

05005 - Automotive Body Repairer, Fiberglass	21.26
05010 - Automotive Glass Installer	21.68
05040 - Automotive Worker	20.91
05070 - Electrician, Automotive	22.66
05100 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17

<b>07000 - Food Preparation and Service Occupations</b>	
(not set) - Food Service Worker	8.01
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.33
07070 - Dishwasher	8.11
07130 - Meat Cutter	12.36
07250 - Waiter/Waitress	7.75
<b>09000 - Furniture Maintenance and Repair Occupations</b>	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09070 - Furniture Refinisher	16.09
09100 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
<b>11030 - General Services and Support Occupations</b>	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.39
11090 - Gardener	12.14
11121 - House Keeping Aid I	7.27
11122 - House Keeping Aid II	7.68
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	9.75
11240 - Maid or Houseman	7.27
11270 - Pest Controller	12.98
11300 - Refuse Collector	9.12
11330 - Tractor Operator	11.44
11360 - Window Cleaner	8.92
<b>12000 - Health Occupations</b>	
12020 - Dental Assistant	14.22
12040 - Emergency Medical Technician (EMT)/Paramedic /Ambulance Driver	12.93
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.88
12073 - Licensed Practical Nurse III	17.10
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	13.13
12190 - Medical Record Technician	16.02
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08

12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	37.96
12316 - Registered Nurse IV	43.48

#### **13000 - Information and Arts Occupations**

13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Technician	12.96
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06

#### **15000 - Laundry, Dry Cleaning, Pressing and Related Occupations**

15010 - Assembler	7.98
15030 - Counter Attendant	7.98
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	7.98
15090 - Presser, Hand	7.98
15100 - Presser, Machine, Drycleaning	7.98
15130 - Presser, Machine, Shirts	7.98
15160 - Presser, Machine, Wearing Apparel, Laundry	7.98
15190 - Sewing Machine Operator	10.85
15220 - Tailor	11.67
15250 - Washer, Machine	8.76

#### **19000 - Machine Tool Operation and Repair Occupations**

19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20

#### **21000 - Material Handling and Packing Occupations**

21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	18.50
21030 - Material Expediter	18.50
21040 - Material Handling Laborer	12.26
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	12.43
21130 - Shipping Packer	12.43
21140 - Store Worker I	9.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.57
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84

<b>23000 - Mechanics and Maintenance and Repair Occupations</b>	
23010 - Aircraft Mechanic	23.19
23040 - Aircraft Mechanic Helper	18.07
23050 - Aircraft Quality Control Inspector	24.21
23060 - Aircraft Servicer	20.10
23070 - Aircraft Worker	21.18
23100 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	20.27
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	25.19
23181 - Electronics Technician, Maintenance I	15.91
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23340 - Fuel Distribution System Mechanic	19.17
23370 - General Maintenance Worker	15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.17
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.47
23470 - Laborer	10.14
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23640 - Millwright	19.48
23700 - Office Appliance Repairer	16.65
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23800 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.47
23850 - Rigger	17.47
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23930 - Telecommunication Mechanic I	21.33
23931 - Telecommunication Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.43
23970 - Woodcraft Worker	17.47
23980 - Woodworker	10.27

**24000 - Personal Needs Occupations**

24570 - Child Care Attendant	9.68
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24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	6.36
24630 - Homemaker	15.41
<b>25000 - Plant and System Operation Occupations</b>	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
<b>27000 - Protective Service Occupations</b>	
(not set) - Police Officer	21.21
27004 - Alarm Monitor	13.96
27006 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27040 - Detention Officer	18.04
27070 - Firefighter	17.70
27101 - Guard I	10.14
27102 - Guard II	17.90
<b>28000 - Stevedoring/Longshoremen Occupations</b>	
28010 - Blocker and Bracer	16.16
28020 - Hatch Tender	16.16
28030 - Line Handler	16.16
28040 - Stevedore I	15.12
28050 - Stevedore II	17.21
<b>29000 - Technical Occupations</b>	
21150 - Graphic Artist	23.11
29010 - Air Traffic Control Specialist, Center (2)	35.18
29011 - Air Traffic Control Specialist, Station (2)	24.26
29012 - Air Traffic Control Specialist, Terminal (2)	26.71
29023 - Archeological Technician I	19.34
29024 - Archeological Technician II	21.66
29025 - Archeological Technician III	26.79
29030 - Cartographic Technician	27.31
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	24.82
29061 - Drafter I	16.82
29062 - Drafter II	17.44
29063 - Drafter III	21.12
29064 - Drafter IV	26.79
29081 - Engineering Technician I	15.08
29082 - Engineering Technician II	18.74
29083 - Engineering Technician III	21.81
29084 - Engineering Technician IV	27.69
29085 - Engineering Technician V	36.15
29086 - Engineering Technician VI	41.10
29090 - Environmental Technician	24.76
29100 - Flight Simulator/Instructor (Pilot)	32.45

29160 - Instructor	23.47
29210 - Laboratory Technician	19.77
29240 - Mathematical Technician	28.04
29361 - Paralegal/Legal Assistant I	17.80
29362 - Paralegal/Legal Assistant II	21.38
29363 - Paralegal/Legal Assistant III	26.62
29364 - Paralegal/Legal Assistant IV	29.59
29390 - Photooptics Technician	26.79
29480 - Technical Writer	24.02
29491 - Unexploded Ordnance (UXO) Technician I	22.35
29492 - Unexploded Ordnance (UXO) Technician II	27.05
29493 - Unexploded Ordnance (UXO) Technician III	34.42
29494 - Unexploded (UXO) Safety Escort	22.35
29495 - Unexploded (UXO) Sweep Personnel	22.35
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99

### **31000 - Transportation/ Mobile Equipment Operation Occupations**

31030 - Bus Driver	15.48
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.67
31300 - Taxi Driver	9.00
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	14.97
31363 - Truckdriver, Heavy Truck	16.00
31364 - Truckdriver, Tractor-Trailer	16.00

### **99000 - Miscellaneous Occupations**

99020 - Animal Caretaker	8.21
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	9.72
99042 - Carnival Equipment Repairer	10.22
99043 - Carnival Worker	7.50
99050 - Desk Clerk	10.65
99095 - Embalmer	19.59
99300 - Lifeguard	11.75
99310 - Mortician	24.04
99350 - Park Attendant (Aide)	14.75
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.48
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	13.45
99610 - Sales Clerk	10.85
99620 - School Crossing Guard (Crosswalk Attendant)	8.29
99630 - Sport Official	11.47
99658 - Survey Party Chief (Chief of Party)	19.92
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.23
99660 - Surveying Aide	13.64
99690 - Swimming Pool Operator	13.10
99720 - Vending Machine Attendant	10.91

99730 - Vending Machine Repairer  
99740 - Vending Machine Repairer Helper

13.10  
11.19

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### **\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

#### **Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of

Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
313. EFFECTIVE DATE  
See block 16C.4. REQUISITION/PURCHASE REQ. NO.  
See Page 2

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (if other than item 6) CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Eric Schell

Houston, TX 77058-3696 PH: 281-244-2259 FX: 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc. Attn: Penny Wilcoxson  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6019 FX 281-283-6170

CODE

(x)

9A. AMENDMENT OF SOLICITATION NO.

FACILITY CODE

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

## INCREASE: See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

x

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) &amp; Limitation of Funds 52.232-22 (APR 1984) as modified by NFS 1832.232-81 Date for estimated period of performance agreed to via e-mail on July 18, 2005 between Marlene Hilliard, M&amp;I and Alice Jean Pursell, CO, NASA, JSC

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$306,432.32 as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 12A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Alice Jean Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY Alice Jean Pursell  
(Signature of Contracting Officer)

10/28/05

(Signature of person authorized to sign)

# AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

OMB Approval No. 2700-0042

2. AMENDMENT/MODIFICATION NO. 32		3. EFFECTIVE DATE See block 16C.		4. REQUISITION/PURCHASE REQ. NO. 4200136958		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Lee Ann Audet Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890		CODE		7. ADMINISTERED BY (if other than item 6)		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
Muniz Engineering, Inc.  
Attn: Diane Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6019 FX 281-283-6170

(X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

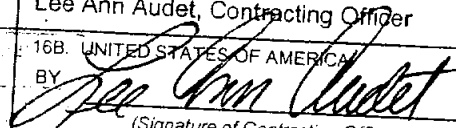
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.231-22 (APR 1984; as modified by NFS 1832.232-61. Date for estimated period of performance agreed to via e-mail on Nov 28, 2005 between Penny Wilcoxson, MEI and Lee Ann Audet, CO, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$540,320.00, as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lee Ann Audet, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/28/05

NSN 7540-01-152-8079  
PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$11,015,264.22. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through December 27, 2005.

(b) An additional amount of \$607,463.60 is obligated under this contract for payment of fee."

Estimated Cost

Award Fee

Total

\$11,082,407.82

\$540,320.00

\$11,622,727.82

FOR ADMINISTRATIVE PURPOSES ONLY:

CONTRACT VALUE

Estimated Cost

\$15,008,769.00

Maximum Award Fee

\$896,278.00

Total

\$15,905,047.00

# AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

OMB Approval No. 2700-0042

AMENDMENT/MODIFICATION 33	3. EFFECTIVE DATE See Block 16c BJ4/JKG	1. CONTRACT ID CODE	PAGE 1 OF 1
ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Business Management Office Attn: BJ4/Eric Schell Houston, TX 77058	4. REQUISITION PURCHASE NA	5. PROJECT NO. (if NA)	
PH 281-244-2259 FX 281-483-7890		7. ADMINISTERED BY (if other than NA)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
Muniz Engineering, Inc.  
Attn: Jerry Bost  
2525 Bay Area Boulevard, Suite 300  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X) (X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document 0 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter through September 30, 2005  
The purpose of this modification is to recognize award fee earned for the fourth evaluation period: April 1, 2005

Award Fee Available for this period:

Award Fee Earned:

Less Provisional payments

Total to be paid to contractor:

**EARNED AWARD FEE**

15A. NAME AND TITLE OF SIGNER (Type or print) Signature of person authorized to sign		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type Lee Ann Audet, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE 11/20/05
ISN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 STANDARD FORM 30 (Rev. 10-2001)	



National  
Aeronautics and  
Space  
Administration

## AMS Input Sheet - Modification/Supplemental Agreement

PREPARER: Fill in all applicable (except shaded) blocks. Italicized blocks need not be filled in unless there are changes.  
Only New Work modifications need to complete Page 2.

1. CONTRACT GRANT NO. NAS9-03059	116. MOD. PREFIX 33	117. MOD. NUM. N.A	3. PR NUM.	4. CLOSEOUT PR (Y or Blank) Y
31. REFERENCED CONTRACT NO.	13. CONTRACT MOD. DATE 05.11.30	30. COMPLETION DATE	20. PROCUREMENT PLACEMENT CODE (See Matrix) bx	

### 21. KIND OF ACTION

07. New Work Modification  
08. Supplemental Agreement

Change Clause (Y - Yes N - No)

09. Change Order

10. S.A. Definitizing Change Order  
11. Administrative Incremental Funding  
12. Termination for Default  
13. Termination for Convenience

14. Definitizing Letter Contract  
15. Exercising Priced Option  
16. Order Under Reporting Center's IDC  
17. Order Under Reporting Center's BOA

Award Fee Payment

### 33. CONTRACT TYPE

01. Fixed Price, Firm  
02. Fixed Price, Redetermination  
03. Fixed Price, Economic Price Adjustment  
04. Fixed Price Incentive  
05. Cost No Fee  
08. 06. Cost Sharing

07. Cost Plus Fixed Fee  
08. Cost Plus Incentive Fee  
09. Time and Materials  
10. Labor-Hour  
12. Cost Plus Award Fee

### 46. CONTRACT ADMINISTRATION DELEGATED

Y - Yes N - No

If "Yes," Enter "Y" Or "N" For the Following Item:

#### BLANKET DELEGATION

If Not Blanket Delegation, Enter "Y" For One or More Delegated Items Below:

- Post Award Audit  
Security  
Cost Accounting Standards  
Property Administration  
Transportation  
Quality Assurance  
Consent to Subcontract  
Closeout  
Engineering/Product Surveillance  
Other

### 52. SUBCONTRACTING PROGRAM PLAN

Y - Yes N - No W - Waiver

### 56. MRR: COST AND PERFORMANCE REPORTING

- N - None required  
2 - NF 533M only  
3 - NF 533M & 533Q

### 57. PROPERTY FINANCIAL REPORTING

Y - Yes N - No

69. ADMINISTRATOR CODE  
(3 positions)  
JKR

66. EFFECTIVE DATE

71. NEGOTIATOR CODE (3 positions)  
JKR

70. CONTRACTING OFFICER  
CODE (3 positions)  
JKG

### 50. COST ACCOUNTING STANDARDS CLAUSE

Y - Yes N - No

64. CANCELLATION DATE

FORM 507M2 ATTACHED

☐ YES

☐ NO

PREPARED BY

DATE

11.30.2005

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 34		3. EFFECTIVE DATE See block 16C.	1. CONTRACT ID CODE	PAGE OF PAGES 1 2
4. REQUISITION/PURCHASE REQ. NO. 4200139056		5. PROJECT NO. (If applicable)		
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Lee Ann Audet Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890	CODE	7. ADMINISTERED BY (If other than item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.  
Attn: Diane Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

DU: 281 282 6000 FY 281 282 6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE	9B. DATED (SEE ITEM 11)
(X)			
x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

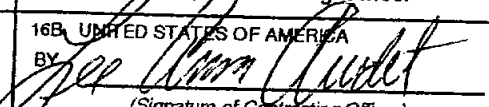
12. ACCOUNTING AND APPROPRIATION DATA (If required)  
INCREASE: \$1,158,99513. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 49.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on December 15, 2005 between Diane Flowers, MEI and Lee Ann Audet, CO, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$1,158,995 as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lee Ann Audet, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/21/05
(Signature of person authorized to sign)			

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

**"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$12,174,259.22. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through February 15, 2006.

(b) An additional amount of \$607,463.60 is obligated under this contract for payment of fee."

Estimated Cost			
Award Fee			
Total	\$11,622,727.82	\$1,158,995.00	\$12,781,722.82

**FOR ADMINISTRATIVE PURPOSES ONLY:**

<b>CONTRACT VALUE</b>	
Estimated Cost	\$15,008,769.00
Maximum Award Fee	\$896,278.00
Total	\$15,905,047.00

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

35

3. EFFECTIVE DATE

See block 16C.

4. REQUISITION/PURCHASE REQ. NO.

4200143672

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office

Attn: BJ4/Lee Ann Audet

Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890

7. ADMINISTERED BY (If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Muniz Engineering, Inc.

Attn: Diane Flowers

2525 Bay Area Blvd, Suite 300

One Corporate Plaza

Houston, TX 77058

PH: 281-283-6000 FX 281-283-6170

CODE

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
INCREASE: \$836,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

x

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832 232-81. Date for estimated period of performance agreed to via e-mail on December 15, 2005 between Diane Flowers, MEI and Lee Ann Audet, CO, NASA, JSC.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$836,000 as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Lee Ann Audet, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

BY

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

1/30/06

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$13,010,259.22. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through March 24, 2006.

(b) An additional amount of \$607,463.60 is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$12,781,722.82	\$836,000.00	\$13,617,722.82

FOR ADMINISTRATIVE PURPOSES ONLY:

CONTRACT VALUE

Estimated Cost	\$15,008,769.00
Maximum Award Fee	\$896,278.00
Total	\$15,905,047.00

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 36		3. EFFECTIVE DATE See block 16C.	4. REQUISITION/PURCHASE REQ. NO. 4200147308	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Lee Ann Audet Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890	CODE	7. ADMINISTERED BY (If other than item 6)		CODE

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
Muniz Engineering, Inc.

Attn: Diane Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6000 FX 281-283-6170

(x)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
INCREASE: \$836,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (x)

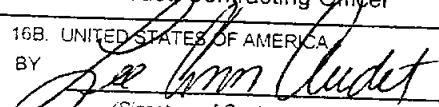
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on December 15, 2005 between Diane Flowers, MEI and Lee Ann Audet, CO, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$949,017.00 as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lee Ann Audet, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 2/28/06
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$13,959,276.22. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through May 16, 2006.

(b) An additional amount of \$607,463.60 is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$13,617,722.82	\$949,017.00	\$14,566,739.82
For Administrative Purposes Only:			
Contract Value			
Estimated Cost	\$15,008,768.00		
Maximum Award Fee	<u>\$896,278.00</u>		
Total	\$15,905,046.00		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. <b>Twenty (20)</b>		3. EFFECTIVE DATE <b>02/16/2006</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY <b>NASA Goddard Space Flight Center Code 210.M - Mission Enabling Procurement Office Greenbelt, MD 20771</b>		CODE <b>210.M</b>		7. ADMINISTERED BY (If other than Item 6) <b>Attn: Nipa N. Shah Phone: 301-286-1892 E-mail: Nipa.Shah-1@nasa.gov</b>		CODE <b>210.3</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.			
<b>MEI Technologies, Inc. 2525 Bay Area Blvd Suite 300 Houston, TX 77058</b>				9B. DATED (SEE ITEM 11)			
CODE <b>0XBY6</b> FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNG05CA97C</b>			
				10B. DATED (SEE ITEM 13) <b>December 22, 2004</b>			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>B/NC: GFQ</b>				<b>PPC: PF</b>			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(7) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) <b>X Change of Name Agreement</b>							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where (possible))							

The purpose of this modification is to execute the attached Change of Name Agreement, transferring contract NNG05CA97C from Muniz Engineering, Inc., 18903 Buccaneer Lane, Suite 200, Houston, TX 77058 to MEI Technologies, Inc., 2525 Bay Area Boulevard, Suite 300, Houston, TX 77058.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<b>Geraldine T. Humphrey Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Geraldine T. Humphrey</i> (Signature of Contracting Officer)	<b>02/16/2006</b>

## CHANGE OF NAME AGREEMENT

**Muñiz Engineering, Inc.**, a corporation duly organized and existing under the laws of the State of Texas, and the UNITED STATES OF AMERICA (Government), enter into this Agreement as of November 1, 2005.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

- (1) The Government, represented by various Contracting Officers of the **National Aeronautics and Space Administration and Department of Defense**, has entered into certain contracts and purchase orders with **Muñiz Engineering, Inc.**, as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government of the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders.
- (2) **Muñiz Engineering, Inc.**, by an amendment to its certificate of incorporation, dated August 4, 2005, has changed its corporate name to **MEI Technologies, Inc.**
- (3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.
- (4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT:

- (1) The Contracts covered by this Agreement are amended by substituting the **MEI Technologies, Inc.** for the name **Muñiz Engineering, Inc.** wherever it appears in the contracts; and
- (2) Each party has executed this Agreement as of the day and year first above written.

Muñiz Engineering, Inc.  
Change of Name Agreement  
November 1, 2005

**UNITED STATES OF AMERICA**

By:  
Signature: Lee Ann Audet  
Printed Name: Lee Ann Audet  
Title: Contracting Officer

**Muñiz Engineering, Inc.**

By:  
Signature: Edelmiro Muñiz  
Printed Name: Edelmiro Muñiz  
Title: Chief Executive Officer

[CORPORATE SEAL]

**CERTIFICATE**

I, Alicia Muñiz, certify that I am the Secretary of **Muñiz Engineering, Inc.**; that Edelmiro Muñiz, who signed this Agreement for this corporation, was then Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 1st day of November, 2005.

By: Alicia Muñiz  
Alicia Muñiz, Secretary

[CORPORATE SEAL]

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF AMENDMENT OF

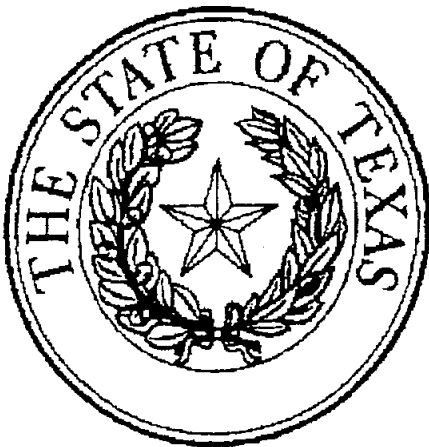
MEI TECHNOLOGIES, INC.  
121858600

[formerly: MUNIZ ENGINEERING, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 08/04/2005  
Effective: 08/04/2005



A handwritten signature in cursive script that reads "Roger Williams".

Roger Williams  
Secretary of State

ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF  
MUÑIZ ENGINEERING, INC.

Pursuant to the provisions of article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its articles of incorporation:

ARTICLE OF AMENDMENT 1

The present name of the corporation is MUÑIZ ENGINEERING, INC. The filing number of the corporation is 121858600.

ARTICLE OF AMENDMENT 2

By unanimous consent dated July 5, 2005, the board of directors of the corporation adopted a resolution setting forth certain amendments to the articles of incorporation of the corporation (the "Amendments") and directing that the Amendments be submitted to shareholders for adoption.

ARTICLE OF AMENDMENT 3

The Amendments alter the title of the original articles of incorporation. The full text of the altered title is as follows:

**"ARTICLES OF INCORPORATION  
OF  
MEI TECHNOLOGIES, INC."**

ARTICLE OF AMENDMENT 4

The Amendments alter Article One of the original articles of incorporation. The full text of the altered Article One is as follows:

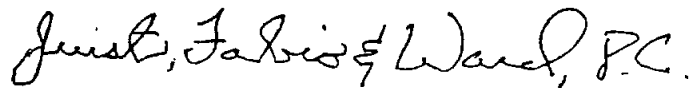
**"ARTICLE ONE**

***The name of the Corporation is MEI TECHNOLOGIES, INC."***

4. This letter is solely for the information of the United States Government in connection with the Change of Name Agreement between the Company and the United States Government required under Section 42.1205 of the Federal Acquisition Regulations, and this letter is not to be quoted in whole or in part or otherwise referred to in any financial statements or other related documents of the Company, nor is it to be filed with any other governmental agency or other entity, without the prior written consent of this firm. The opinions expressed in this letter may not be relied upon, in whole or in part, by any person other than the United States Government for any other purpose than the Change of Name Agreement or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

The opinions expressed in this letter are rendered as of the date hereof and we express no opinion as to circumstances or events that may occur subsequent to such date. We expressly disclaim any obligation to update this letter after such date.

Sincerely,

A handwritten signature in cursive script that reads "Juist, Fabio & Ward, P.C.".

Juist, Fabio & Ward, P.C.

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.  
373. EFFECTIVE DATE  
See block 16C.4. REQUISITION/PURCHASE REQ. NO.  
NA

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (if other than Item 6) CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office

Attn: BJ4/Lee Ann Audet

Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

MEI Technologies, Inc

Attn: Diane Flowers

2525 Bay Area Blvd, Suite 300

One Corporate Plaza

Houston, TX 77058

PH: 281-283-6000 FX 281-283-6170

CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

FACILITY CODE

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

NA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

x B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) &amp; Limitation of Funds 52.232-22 (APR 1984)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to recognize the legal change of name of the contractor without disturbing the original contractual rights and obligations of the parties as executed by the contractor and the Government in the attached modification 20 to contract NNG05CA97C on February 16, 2006. This modification recognizes the name change from Muniz Engineering Inc. to MEI Technologies, Inc.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Lee Ann Audet, Contracting Officer

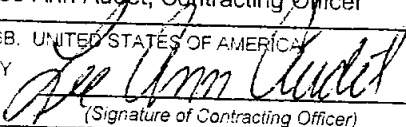
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY   
(Signature of Contracting Officer)

2/15/06

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

**"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$14,824,276.22. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through June 30, 2006.

(b) An additional amount of \$607,463.60 is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$14,566,739.82	\$865,000.00	\$15,431,739.82
For Administrative Purposes Only:			
Contract Value			
Estimated Cost	\$15,008,768.00		
Maximum Award Fee	\$ 896,278.00		
Total	\$15,905,046.00		

# AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

OMB Approval No. 2700-0042

2. AMENDMENT/MODIFICATION NO. 39		3. EFFECTIVE DATE See block 16C.		1. CONTRACT ID CODE		PAGE OF PAGES 1	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Lee Ann Audet Houston, TX 77058-3696 PH: 281-483-1871 FX: 281-483-7890		4. REQUISITION/PURCHASE REQ. NO. NA		5. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
MEI Technologies, Inc  
Attn: Diane Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6000 EX 281-283-6170

(X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
NA

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is add JSC Clauses 52.204-91, Security/Badging Requirements for Foreign National Visitors and Employees/Representatives of Foreign Contractors and 52.242-92, Identification of Employees clauses reflect security/badging changes necessitated by NASA PIC 06-01. The two revised clauses should be included as appropriate when contracts or orders are modified as required by the PIC to add FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel Verification and the PIV Card Issuance Procedures

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jerry Best, Director of Contracts, MEI Tech.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lee Ann Audet, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 5/16/06		16C. DATE SIGNED 5/17/06	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

# AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

OMB Approval No. 2700-0042

AMENDMENT/MODIFICATION 28 40	3. EFFECTIVE DATE See Block 16c BJ4/JKG	1. CONTRACT ID CODE	PAGE 1 OF 1
ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Business Management Office Attn: BJ4/Lee Ann Audet Houston, TX 77058		4. REQUISITION/PURCHASE NA	5. PROJECT NO. (If
		7. ADMINISTERED BY (If other than	

PH 281-483-1871 FX 281-483-7890

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
MEI Technologies, Inc.

Attn: Diane Flowers  
2525 Bay Area Boulevard, Suite 300  
Houston, TX 77058  
PH 281-283-6019 FAX 281-283-6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt ☐ is extended, ☐ is not  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR Clause 52.232-22
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☒ is not, ☐ is required to sign this document 0 copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter through March 31, 2006  
The purpose of this modification is to recognize award fee earned for the Fifth evaluation period: October 1, 2005

Award Fee Available for this period:

Award Fee Earned:

Less Provisional payments

Total to be paid to contractor:

Earned Award  
Fee

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) NSN 7540-01-152-8070	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type Lee Ann Audet, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Lee Ann Audet</i> (Signature of Contracting Officer)
15C. DATE 30-105	16C. DATE 5/16/06

PREVIOUS EDITION UNUSABLE

JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 41		3. EFFECTIVE DATE See block 16C.	4. REQUISITION/PURCHASE REQ. NO. 4200161380(N)	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4 Nancy Robb Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173		7. ADMINISTERED BY (If other than item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

MEI Technologies, Inc.,  
Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6000 EX 281-283-6170

CODE

(x)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Increase : \$ 411,667.1813. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (x)

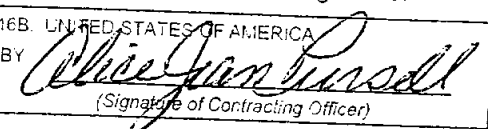
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on June 8, 2006 between Diane Flowers, MEI and Nancy Robb, CS, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

F. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$411,667.18 as follows:

(Continued on page 2)

Except as provided here, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTING OFFICER (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/20/06

NHS 7340-01-152-3070

PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)STANDARD FORM 30 (Rev. 10-23)  
Prescribed by GSA  
FAR (43 CFR) 53.243

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

**"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is **\$15,008,768**. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through July 31, 2006.

(b) An additional amount of **\$834,639** is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$15,431,739.82	\$411,667.18	\$15,843,407.00
For Administrative Purposes Only:			
Contract Value			
Estimated Cost	\$15,008,768.00		
Maximum Award Fee	\$ 896,278.00		
Total	\$15,905,046.00		

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 42		3. EFFECTIVE DATE See block 16C.	1. CONTRACT ID CODE	PAGE OF PAGES 1 6
6. ISSUED BY CODE		4. REQUISITION/PURCHASE REQ. NO. 4200161380(Y)	5. PROJECT NO. (if applicable)	
NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Nancy Robb Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173		7. ADMINISTERED BY (if other than item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

MEI Technologies, Inc.,  
Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6002 FX 281-283-6162

CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Increase: \$ 116,332.82

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS '832.232-81. Date for estimated period of performance agreed to via email on July 18, 2006 between Dianne Flowers, MEI and Nancy Robb, NASA JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) F.6 "Option To Extend Period Of Performance."

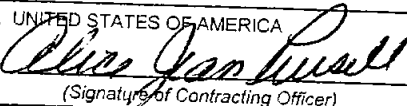
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. Pursuant to Clause F.6 "Option To Extend Period Of Performance," the Government hereby exercises Option 1 in the contract. The modified contract includes all terms and conditions of the basic contract as it existed immediately prior to the exercise of Option 1. Revised pages B-1, F-1, F-4, and H-5, reflecting the effect of the option exercise, are provided.

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/27/06

B. Incremental funding in the amount of \$116,332.82 is provided. Clause B.2 Contract Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.2 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$15,118,528.82. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through September 1, 2006.

(b) An additional amount of \$841,211.00 is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$15,843,407.00	\$116,332.82	\$15,959,739.82
For Administrative Purposes Only:			
Contract Value			
Estimated Cost	\$26,431,220.00		
Maximum Award Fee	<u>\$ 1,580,261.00</u>		
Total	\$28,011,481.00		

PART I – THE SCHEDULE

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SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

---

**B.1 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)**

(End of clause)

**B.2 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is **\$15,118,528.82**. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through **September 1, 2006**.

(b) An additional amount of **\$841,211.00** is obligated under this contract for payment of fee."

(End of clause)

[END OF SECTION]

## SECTION F – DELIVERIES OR PERFORMANCE

---

### F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

None included by reference.

(End of clause)

### F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from October 1, 2003 to September 30, 2008.

(End of clause)

### F.3 BILLS OF LADING (NFS 1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number:

Destination: \_".

**F.7 OPTION FOR THE INCREMENTAL INCREASE OF EFFORT REQUIRED DURING CONTRACT PERFORMANCE (SEE SECTION H.8)**

The Government may increase the number of direct labor hours required to be furnished during the period of performance by an amount ranging from 1 to (see b below) hours. If the Government elects to exercise its option to increase the number of direct labor hours to be furnished, the Contractor will be so notified by a contract amendment executed by the Contracting Officer. The terms and conditions relating to the Government's option rights as provided herein are as follows:

a. The Government may increase the direct labor hours to be furnished up to the amounts specified below by the exercise of one option, or by the exercise of multiple option, during the period of performance.

b. If the Government exercises one or more options pursuant to this provision, the estimated cost and fee values will be increased as follows:

(i) The Government may increase the number of direct labor hours required to be furnished during the period by an amount ranging from 1 to 177,557.

(a) For options exercised during contract year 1, the estimated cost and maximum award fee will be increased by \_\_\_\_\_ respectively, for every direct labor hour ordered by the exercise of an option.

(b) For options exercised during contract year 2, the estimated cost and maximum award fee will be increased by \_\_\_\_\_ respectively, for every direct labor hour ordered by the exercise of an option.

(c) For options exercised during contract year 3, the estimated cost and maximum award fee will be increased by \_\_\_\_\_ respectively, for every direct labor hour ordered by the exercise of an option.

(d) For options exercised during contract year 4, the estimated cost and maximum award fee will be increased by \_\_\_\_\_ respectively, for every direct labor hour ordered by the exercise of an option.

(e) ) For options exercised during contract year 5, the estimated cost and maximum award fee will be increased by \_\_\_\_\_ respectively, for every direct labor hour ordered by the exercise of an option.

(End of clause)

[END OF SECTION]

The contractor agrees to provide all facilities necessary for performance of this contract except as provided in Section J, Attachment J-5, Lists 1, 2, and 4 only.

(End of clause)

#### **H.8 LEVEL-OF-EFFORT (COST)**

(a) During the term of the contract, the Contractor is obligated to provide not less than total direct labor hours.

(b) "Direct labor hour" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work.

(c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.

(d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

(End of clause)

#### **H.9 HANDLING OF DATA**

It is anticipated that in performance of this contract, the Contractor may have access to and use of NASA's sensitive financial and management data. The Contractor agrees that it will not use, copy, or disclose this data, except as necessary for the performance of the contract and will not disclose this data to others without the written consent of the Contracting Officer.

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 43		3. EFFECTIVE DATE See block 16C.	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Nancy Robb Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173	CODE	7. ADMINISTERED BY (if other than item 6)		CODE

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
MEI Technologies, Inc.,Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6002 FX 281-283-6162

(X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase : \$ 1,228,386.65


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on July 27, 2006 between Diane Flowers, MEI, and Nancy Robb, CS, NASA, JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to add incremental funding in the amount of \$1,228,386.65 as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/28/06

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$16,302,701.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through September 6, 2006.

(b) An additional amount of \$885,425.00 is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$15,959,739.82	\$1,228,386.65	\$17,188,126.47
For Administrative Purposes Only:			
Contract Value			
Estimated Cost	\$26,431,220.00		
Maximum Award Fee	\$ 1,580,261.00		
Total	\$28,011,481.00		

Purchase Req. No.      Accounting and Appropriation Data (if required)

4200168123      Increase \$1,198,386.65  
 4200166456      Increase \$ 30,000.00

**TOTAL**      **Increase \$1,228,386.65**

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 44		3. EFFECTIVE DATE October 1, 2005.	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Nancy Robb Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
MEI Technologies, Inc. Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6002 FX 281-283-6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
(X)		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

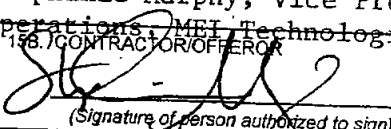

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return X copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to clarify JSC Data Requirements List (DRL) 19, Wage/Salary and Fringe Benefit Data.

The attached page 5 of 6 JSC Data Requirements List (DRL) supersedes and replaces page 5 of 6 JSC DRL in the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Stephanie Murphy, Vice President of Business Operations, MEI Technologies, Inc.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
15C. DATE SIGNED 8/14/06		16C. DATE SIGNED Sep 30, 2005 08/14/06	

NSN 7540-01-152-9070  
PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

# JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)  
Based on JSC-STD-123

Page 5 of 6

a. Title of Contract, Project, SOW, etc.  
Safety and Fire Services

1. Line item no. 17			2. DRD Title Security Reporting Requirements		3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		b. Contract/RFP No. 9-BJ-V63-03-01P		c. DRL Date/Mod Date 8/2/06 MODIFICATION 44					
			8. Distribution (Continue on a blank sheet if needed) Information listed in A.1.a through A.1.f. to the NASA/JSC Industrial Security Specialist; information listed in A.1.g to the NASA/JSC Information Security Specialist, cc the JSC Industrial Security Specialist; information listed in A.2 to the NASA/JSC Badging Manger, cc JSC Personnel Security; information listed in A.3 to the NASA/JSC Security Branch Chief.				4. Frequency AN/AR		5. As-of-date		6. 1 <sup>st</sup> subm. date AR		7. Copies a. Type b. Print	
							9. Remarks Submit as necessary per the DRD							
1. Line item no. 18			2. DRD Title SFS Contract Phase In Plan		3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency Once		5. As-of-date w/proposal		6. 1 <sup>st</sup> subm. date w/proposal		7. Copies a. Type b. Print 6	
			8. Distribution (Continue on a blank sheet if needed)				9. Remarks							
1. Line item no. 19			2. DRD Title Wage/Salary and Fringe Benefit Data		3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency AN		5. As-of-date CSD		6. 1 <sup>st</sup> subm. date 12/1/2003*		7. Copies a. Type b. Print	
			8. Distribution (Continue on a blank sheet if needed) BJ4/Contracting Officer cc: BA2/Contract Labor Relations Officer				9. Remarks *After first submittal, the Data is due 90 days prior to the anniversary date of the contract.							
Line item no. 20			2. DRD Title Reprocurement Data Package		3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency Once		5. As-of-date See Block		6. 1 <sup>st</sup> subm. date		7. Copies a. Type b. (Other)	
			8. Distribution (Continue on a blank sheet if needed) Per Contracting Officer's letter				9. Remarks Submitted one year prior to contract end or at the Contracting Officer's discretion. Electronic on a CD ROM.							

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 44		3. EFFECTIVE DATE October 1, 2005.	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Nancy Robb Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173		7. ADMINISTERED BY (if other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
MEI Technologies, Inc. Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6002 FX 281-283-6170

CODE	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
(X)		9B. DATED (SEE ITEM 11)
x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (X)

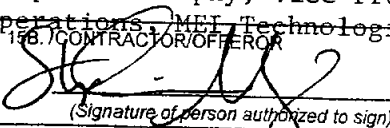
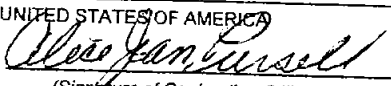
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
x	d. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return   X   copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to clarify JSC Data Requirements List (DRL) 19, Wage/Salary and Fringe Benefit Data.

The attached page 5 of 6 JSC Data Requirements List (DRL) supersedes and replaces page 5 of 6 JSC DRL in the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Stephanie Murphy, Vice President of Business Operations, MEI Technologies, Inc.	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 8/14/06
15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED Sep. 30, 2005 08/14/06

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

# JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)  
Based on JSC-STD-123

Page 5 of 6

a. Title of Contract, Project, SOW, etc.  
Safety and Fire Services

b. Contract/RFP No.

9-BJ-V63-03-01P

c. DRL Date/Mod Date

8/2/06 MODIFICATION 44

1. Line item no. 17	2. DRD Title Security Reporting Requirements	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN/AR	5. As-of-date	6. 1 <sup>st</sup> subm. date AR	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) Information listed in A.1.a through A.1.f. to the NASA/JSC Industrial Security Specialist; information listed in A.1.g to the NASA/JSC Information Security Specialist, cc the JSC Industrial Security Specialist; information listed in A.2 to the NASA/JSC Badging Manger, cc JSC Personnel Security; information listed in A.3 to the NASA/JSC Security Branch Chief.			9. Remarks Submit as necessary per the DRD			
1. Line item no. 18	2. DRD Title SFS Contract Phase In Plan	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency Once	5. As-of-date w/proposal	6. 1 <sup>st</sup> subm. date w/proposal	7. Copies a. Type b. Print 6
8. Distribution (Continue on a blank sheet if needed)			9. Remarks			
1. Line item no. 19	2. DRD Title Wage/Salary and Fringe Benefit Data	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date CSD	6. 1 <sup>st</sup> subm. date 12/1/2003*	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) BJ4/Contracting Officer cc: BA2/Contract Labor Relations Officer			9. Remarks *After first submittal, the Data is due 90 days prior to the anniversary date of the contract.			
1. Line item no. 20	2. DRD Title Reprocurement Data Package	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency Once	5. As-of-date See Block	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Other
8. Distribution (Continue on a blank sheet if needed) Per Contracting Officer's letter			9. Remarks Submitted one year prior to contract end or at the Contracting Officer's discretion. Electronic on a CD ROM.			

# AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

OMB Approval No. 2700-0042

2. AMENDMENT/MODIFICATION NO. 45		3. EFFECTIVE DATE See block 16C.		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
4. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Nancy Robb Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173		CODE		5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6) CODE	

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
MEI Technologies, Inc.,  
Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058  
PH: 281-283-6002 FX 281-283-6162

(x)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Increase : \$458,080.00

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

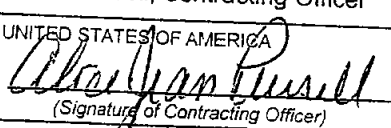
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via email on August 24, 2006 between Dianne Flowers, MEI and Nancy Robb, NASA JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
A. The purpose of this modification is to add incremental funding in the amount of \$458,080.00, as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/25/06

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
JSC MS Word (Aug 95)

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

B. Clause B.2 Contract Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.2 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$16,753,634.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through October 6, 2006.

(b) An additional amount of \$892,572.00 is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$17,188,126.47	\$458,080.00	\$17,646,206.47
For Administrative Purposes Only:			
Contract Value			
Estimated Cost	\$26,431,220.00		
Maximum Award Fee	\$ 1,580,261.00		
Total	\$28,011,481.00		

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 46		3. EFFECTIVE DATE See block 16C.	4. REQUISITION/PURCHASE REQ. NO. See page 2.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Nancy Robb Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173		7. ADMINISTERED BY (if other than item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

MEI Technologies, Inc.,  
Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6002 FX 281-283-6162

CODE

(x)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
		9B. DATED (SEE ITEM 11)
x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase : \$517,078.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) & Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via phone on September 20, 2006 between Dianne Flowers, MEI and Nancy Robb, NASA JSC.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) FAR 52.222-41 "Service Contract Act of 1965, As Amended (May 1989)

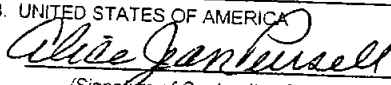
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to add incremental funding in the amount of \$517,078.00 and to incorporate a revised wage determination, as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/21/06

B. Clause B.2 Contract Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.2 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$17,253,149.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through November 3, 2006.

(b) An additional amount of \$910,135.00 is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$17,646,206.47	\$517,078.00	\$18,163,284.47
For Administrative Purposes Only:			
Contract Value			
Estimated Cost	\$26,431,220.00		
Maximum Award Fee	\$ 1,580,261.00		
Total	\$28,011,481.00		

Requisition/Purchase Req. No.	Accounting & Appropriation Data (if required)
4200177089(Y)	Increase: \$ 22,001.00
4200177565(Y)	Increase: \$495,077.00

C. Wage Determination (WD) No. 2005-2516, Rev. 1, dated 09/07/2006, for the period 10/01/2006 to 09/30/2007 is incorporated into the contract and is attached to this modification.

January 1996

**NOTICE OF INTENTION TO MAKE  
A SERVICE CONTRACT AND RESPONSE TO  
NOTICE**

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS  
ADMINISTRATION*(See Instructions on Reverse)*1. NOTICE NO.  
36193 - 10-06

Memorandum

## MAIL TO:

Administrator  
Wage and Hour Division  
U.S. Department of Labor  
Washington, DC 20210

2. Estimated solicitation date (use numerals)

Month

Day

Year

3. Estimated date bids or proposals to be opened  
or negotiations begun (use numerals)

Month

Day

Year

4. Date contract performance to begin (use numerals)

Month

10

Day

01

Year

06

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED (describe)

IV: Safety and Fire Services

Contract Period: 10/01/06 to 09/30/07

NAS 9-03059

7. INFORMATION ABOUT PERFORMANCE

A. ☒ Services now performed by a  
contractorB. ☐ Services now performed by Federal  
employeesC. ☐ Services not presently being  
performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

MEI Technologies, Inc.

2525 Bay Area Blvd, Suite 300

Houston, TX 77058

b. Number(s) of any wage determination(s) in incumbent's contract  
WD 94-2516c. Name(s) of union(s) if services are being performed under collective bargaining  
agreement(s). **Important:** Attach copies of current applicable collective  
bargaining agreements

one

## OFFICIAL SUBMITTING NOTICE

SIGNED:

Original signed by

DATE

09-19-06

TYPE OR PRINT NAME

Connie R. Pritchard

Contract Labor Relations Officer

TELEPHONE NO.

281-483-4121

TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT  
AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.NASA Johnson Space Center  
Connie R. Pritchard, Mail Code BA2  
2101 NASA Parkway  
Houston, TX 77058**RESPONSE TO NOTICE**  
(by Department of Labor)A. ☒ The attached wage determination(s)  
listed below apply to procurement.  
WD 2005-2516, Rev 1B. ☐ As of this date, no wage determination  
applicable to the specified locality and  
classes of employees is in effect.C. ☐ From information supplied, the Service  
Contract Act does not apply (see attached  
explanation).D. ☐ Notice returned for additional information  
(see attached explanation)

Signed: \_\_\_\_\_

(U.S. Department of Labor)

NOTICE OF INTENTION TO MAKE  
A SERVICE CONTRACT AND RESPONSE TO NOTICE  
(Attachment A)

11. Notice No.  
NASA  
36193 - 10-06

12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT

13. NUMBER OF  
EMPLOYEES  
IN EACH CLASS

14. HOURLY WAGE RATE  
THAT WOULD BE  
PAID IF FEDERALLY  
EMPLOYED

Harris County, TX; 2005-2516, Occupations included in "SCA  
Directory of Occupations"

General Clerk, I

2

GS-2 \$11.13

General Clerk, II

2

GS-3 \$12.15

Secretary, I

3

GS-4 \$13.64

Computer Operator, I

1

GS-4 \$13.64

Computer Operator, III

1

GS-6 \$17.01

Maintenance Trades Helper

5

WG-5 \$15.64

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2516  
Revision No.: 1  
Date of Last Revision: 09/07/2006

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend,  
Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison,  
Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

**OCCUPATION CODE - TITLE**

**MINIMUM WAGE RATE**

**01000 - Administrative Support and Clerical Occupations**

01011 - Accounting Clerk I	12.52
01012 - Accounting Clerk II	14.06
01013 - Accounting Clerk III	15.73
01020 - Administrative Assistant	22.76
01040 - Court Reporter	18.01
01051 - Data Entry Operator I	11.36
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	12.98
01090 - Duplicating Machine Operator	12.98
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	10.86
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.76

01420 - Survey Worker	
01531 - Travel Clerk I	15.53
01532 - Travel Clerk II	12.30
01533 - Travel Clerk III	13.36
01611 - Word Processor I	14.18
01612 - Word Processor II	11.45
01613 - Word Processor III	14.09
	16.27

#### 05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	
05010 - Automotive Electrician	24.80
05040 - Automotive Glass Installer	22.66
05070 - Automotive Worker	21.68
05110 - Mobile Equipment Servicer	20.91
05130 - Motor Equipment Metal Mechanic	19.27
05160 - Motor Equipment Metal Worker	24.53
05190 - Motor Vehicle Mechanic	20.91
05220 - Motor Vehicle Mechanic Helper	24.53
05250 - Motor Vehicle Upholstery Worker	18.48
05280 - Motor Vehicle Wrecker	19.84
05310 - Painter, Automotive	20.91
05340 - Radiator Repair Specialist	22.66
05370 - Tire Repairer	22.88
05400 - Transmission Repair Specialist	14.40
	25.17

#### 07000 - Food Preparation and Service Occupations

07010 - Baker	
07041 - Cook I	10.04
07042 - Cook II	9.17
07070 - Dishwasher	9.89
07130 - Food Service Worker	8.11
07210 - Meat Cutter	8.41
07260 - Waiter/Waitress	12.36
	7.97

#### 09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	
09040 - Furniture Handler	16.65
09080 - Furniture Refinisher	11.74
09090 - Furniture Refinisher Helper	16.09
09110 - Furniture Repairer, Minor	13.74
09130 - Upholsterer	15.29
	16.65

#### 11000 - General Services and Support Occupations

11030 - Cleaner, Vehicles	
11060 - Elevator Operator	9.12
11090 - Gardener	7.71
11122 - Housekeeping Aide	13.35
11150 - Janitor	7.71
11210 - Laborer, Grounds Maintenance	8.17
11240 - Maid or Houseman	10.63
11260 - Pruner	7.27
11270 - Tractor Operator	8.17
	12.47

11330 - Trail Maintenance Worker	
11360 - Window Cleaner	10.63
	8.92

#### 12000 - Health Occupations

12010 - Ambulance Driver	
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	14.22
12015 - Certified Physical Therapist Assistant	19.58
12020 - Dental Assistant	20.24
12025 - Dental Hygienist	14.22
12030 - EKG Technician	31.09
12035 - Electroneurodiagnostic Technologist	23.12
12040 - Emergency Medical Technician	23.12
12071 - Licensed Practical Nurse I	14.22
12072 - Licensed Practical Nurse II	15.57
12073 - Licensed Practical Nurse III	17.47
12100 - Medical Assistant	18.81
12130 - Medical Laboratory Technician	12.40
12160 - Medical Record Clerk	13.94
12190 - Medical Record Technician	13.21
12195 - Medical Transcriptionist	16.02
12210 - Nuclear Medicine Technologist	14.44
12221 - Nursing Assistant I	28.64
12222 - Nursing Assistant II	7.08
12223 - Nursing Assistant III	9.82
12224 - Nursing Assistant IV	10.62
12235 - Optical Dispenser	12.40
12236 - Optical Technician	15.26
12250 - Pharmacy Technician	13.64
12280 - Phlebotomist	14.41
12305 - Radiologic Technologist	13.30
12311 - Registered Nurse I	22.89
12312 - Registered Nurse II	24.51
12313 - Registered Nurse II, Specialist	30.20
12314 - Registered Nurse III	32.08
12315 - Registered Nurse III, Anesthetist	37.96
12316 - Registered Nurse IV	39.12
12317 - Scheduler (Drug and Alcohol Testing)	43.48
	18.90

#### 13000 - Information and Arts Occupations

13011 - Exhibits Specialist I	
13012 - Exhibits Specialist II	19.30
13013 - Exhibits Specialist III	24.74
13041 - Illustrator I	28.94
13042 - Illustrator II	17.60
13043 - Illustrator III	22.56
13047 - Librarian	26.40
13050 - Library Aide/Clerk	23.29
13054 - Library Information Technology Systems Administrator	9.87
13058 - Library Technician	20.94
13061 - Media Specialist I	13.25
13062 - Media Specialist II	14.80
13063 - Media Specialist III	16.56
13071 - Photographer I	18.46
	13.93

13072 - Photographer II	
13073 - Photographer III	17.60
13074 - Photographer IV	22.56
13075 - Photographer V	26.40
13110 - Video Teleconference Technician	30.06
	13.83

#### 14000 - Information Technology Occupations

14041 - Computer Operator I	
14042 - Computer Operator II	14.80
14043 - Computer Operator III	16.62
14044 - Computer Operator IV	18.46
14045 - Computer Operator V	22.60
14071 - Computer Programmer I (1)	23.90
14072 - Computer Programmer II (1)	21.12
14073 - Computer Programmer III (1)	26.16
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	27.62
14160 - Personal Computer Support Technician	14.80
	22.60

#### 15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	
15020 - Aircrew Training Devices Instructor (Rated)	27.12
15030 - Air Crew Training Devices Instructor (Pilot)	35.70
15050 - Computer Based Training Specialist / Instructor	35.70
15060 - Educational Technologist	25.70
15070 - Flight Instructor (Pilot)	28.73
15080 - Graphic Artist	35.70
15090 - Technical Instructor	23.11
15095 - Technical Instructor/Course Developer	20.19
15110 - Test Proctor	24.70
15120 - Tutor	17.73
	17.73

#### 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	
16030 - Counter Attendant	8.49
16040 - Dry Cleaner	8.49
16070 - Finisher, Flatwork, Machine	9.00
16090 - Presser, Hand	8.49
16110 - Presser, Machine, Drycleaning	8.49
16130 - Presser, Machine, Shirts	8.49
16160 - Presser, Machine, Wearing Apparel, Laundry	8.49
16190 - Sewing Machine Operator	8.49
16220 - Tailor	11.55
16250 - Washer, Machine	12.42
	9.32

#### 19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	
19040 - Tool and Die Maker	16.65
	19.20

**21000 - Materials Handling And Packing Occupations**

21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.50
21040 - Material Expediter	18.50
21050 - Material Handling Laborer	12.26
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	12.49
21130 - Shipping/Receiving Clerk	12.49
21140 - Store Worker I	9.57
21150 - Stock Clerk	13.57
21210 - Tools and Parts Attendant	13.58
21410 - Warehouse Specialist	12.84

**23000 - Mechanics and Maintenance And Repair Occupations**

23010 - Aerospace Structural Welder	26.66
23021 - Aircraft Mechanic I	25.39
23022 - Aircraft Mechanic II	26.66
23023 - Aircraft Mechanic III	27.99
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft, Painter	20.15
23060 - Aircraft Servicer	22.11
23080 - Aircraft Worker	23.30
23110 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	22.30
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	17.50
23182 - Electronics Technician Maintenance II	21.33
23183 - Electronics Technician Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	15.46
23380 - Ground Support Equipment Mechanic	25.39
23381 - Ground Support Equipment Servicer	22.11
23382 - Ground Support Equipment Worker	23.30
23391 - Gunsmith I	13.67
23392 - Gunsmith II	15.79
23393 - Gunsmith III	17.67
23410 - Heating, Ventilation and Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.67
23465 - Laboratory/Shelter Mechanic	16.81
23470 - Laborer	10.62
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.08

23550 - Machinist, Maintenance	20.15
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	17.67
23592 - Metrology Technician II	18.44
23593 - Metrology Technician III	19.22
23640 - Millwright	20.25
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.67
23850 - Rigger	17.67
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23931 - Telecommunications Mechanic I	21.33
23932 - Telecommunications Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.67
23970 - Woodcraft Worker	17.67
23980 - Woodworker	11.30

#### **24000 - Personal Needs Occupations**

24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.36
24620 - Family Readiness and Support Services Coordinator	11.05
24630 - Homemaker	15.41

#### **25000 - Plant and System Operations Occupations**

25010 - Boiler Tender	
25040 - Sewage Plant Operator	21.14
25070 - Stationary Engineer	17.00
25190 - Ventilation Equipment Tender	21.14
25210 - Water Treatment Plant Operator	14.33
	16.65

#### **27000 - Protective Service Occupations**

27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99

#### **28000 - Recreation Occupations**

28041 - Carnival Equipment Operator	10.69
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28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.64
28310 - Lifeguard	12.15
28350 - Park Attendant (Aide)	15.26
28510 - Recreation Aide/Health Facility Attendant	11.13
28515 - Recreation Specialist	11.13
28630 - Sports Official	12.15
28690 - Swimming Pool Operator	14.41

#### 29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker and Bracer	16.16
29020 - Hatch Tender	16.16
29030 - Line Handler	16.16
29041 - Stevedore I	15.12
29042 - Stevedore II	17.29

#### 30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.63
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15
30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	21.72
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	17.80
30362 - Paralegal/Legal Assistant II	21.38
30363 - Paralegal/Legal Assistant III	26.62
30364 - Paralegal/Legal Assistant IV	29.59
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	18.90
30462 - Technical Writer II	23.12
30463 - Technical Writer III	26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12
30492 - Unexploded Ordnance (UXO) Technician II	27.97
30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19.79
30621 - Weather Observer, Senior (3)	23.99

### 31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.98
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	12.98
31362 - Truckdriver, Medium	15.34
31363 - Truckdriver, Heavy	16.39
31364 - Truckdriver, Tractor-Trailer	16.39

### 99000 - Miscellaneous Occupations

99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker II	10.11
99310 - Mortician	24.04
99410 - Pest Controller	13.78
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	11.24
99711 - Recycling Specialist	13.71
99730 - Refuse Collector	10.03
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	8.29
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91
99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

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#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
473. EFFECTIVE DATE  
See block 16C.4. REQUISITION/PURCHASE REQ. NO.  
See page 2.

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (if other than item 6) CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Nancy Robb  
Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
MEI Technologies, Inc..

Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058

PH: 281-283-6002 FX 281-283-6162

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
October 1, 2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Increase : \$900,400.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (x)

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) &amp; Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1932.232-81. Date for estimated period of performance agreed to via phone on November 29, 2006 between Amy Evans, MEI and Nancy Robb, NASA JSC.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
A. The purpose of this modification is to add incremental funding in the amount of \$900,400.00, as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 3A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Nancy A.S. Robb, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY Nancy A.S. Robb  
(Signature of Contracting Officer)

11/30/2006

B. Clause B.2 Contract Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.2 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$18,087,637.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through December 27, 2006.

(b) An additional amount of \$976,047.00 is obligated under this contract for payment of fee."

Estimated Cost			
Maximum Award Fee			
Total	\$18,163,284.47	\$900,400.00	\$19,063,684.47
For Administrative Purposes Only:			
Contract Value			
Estimated Cost	\$26,431,220.00		
Maximum Award Fee	\$ 1,580,261.00		
Total	\$28,011,481.00		
Requisition/Purchase Req. No.		Accounting & Appropriation Data (if required)	
4200180144(Y)		Increase: \$531,000.00	
4200180571(Y)		Increase: \$369,400.00	

**AMENDMENT OF SOLICITATION/  
MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
483. EFFECTIVE DATE  
See block 16C.4. REQUISITION/PURCHASE REQ. NO.  
See page 2

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (if other than Item 6) CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Nancy Robb  
Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

MEI Technologies, Inc., Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058-3696

PH: 281-283-60002 FX 281-283-6162

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-0305910B. DATED (SEE ITEM 13)  
October 1, 2003**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: \$1,448,000

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)**

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

x B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) &amp; Limitation of Funds 52.232.22 (APR 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on 12/28/06 between Dianne Flowers, MEI and Alice Jean Pursell, CO, NASA, JSC.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add incremental funding in the amount of \$1,448,000 as follows:

(Continued on page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Alice Jean Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$19,429,639.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through March 28, 2007.

(b) An additional amount of \$1,082,045.00 is obligated under this contract for payment of fee."

Estimated Cost  
 Maximum Award  
 Fee

Total	\$19,063,684.47	\$1,448,000.00	\$20,511,684.47
-------	-----------------	----------------	-----------------

For Administrative Purposes Only:

Contract Value	\$26,431,220.00
Estimated Cost	<u>\$1,580,261.00</u>
Maximum Award	
Fee	\$28,011,481.00
Total	

Purchase Request No.

4200183934 (Y)	\$180,000.00
4200183469 (Y)	<u>\$1,268,000.00</u>
	\$1,448,000.00

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE C 1
2. AMENDMENT/MODIFICATION NO. 49	3. EFFECTIVE DATE See block 16C.	4. REQUISITION PURCHASE REQ. NO. N/A	5. PROJECT NO. (if)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)	CODE

NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
Attn: BJ4/Nancy Robb  
Houston, TX 77058-3696 PH: 281-483-9044 FX: 281-483-4173

**EARNED AWARD FEE**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
MEI Technologies, Inc., Attn: Dianne Flowers  
2525 Bay Area Blvd, Suite 300  
One Corporate Plaza  
Houston, TX 77058-3696

PH: 281-283-60002 FX 281-283-6162

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	10B. DATED (SEE ITEM 13) October 1, 2003

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)**

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
x	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) set forth in Item 14.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to recognize award fee earned for the sixth evaluation period of April 1, 2006 through September 30, 2006.


Award Fee Available for this period:

Award Fee Earned:

Less Provisional payments:

**TOTAL TO BE PAID CONTRACTOR**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1/5/07

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

000050

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Page 2

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center  
Attn: Kirby Condron/BJ4  
2101 NASA Parkway  
Houston TX 77058-3696

NASA/Johnson Space Center  
Attn: Kirby Condron, BJ4  
2101 NASA Parkway  
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MEI TECHNOLOGIES INC  
Attn: NONE SPECIFIED  
2525 BAY AREA BLVD STE 300  
HOUSTON TX 77058-2598

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS9-03059

10B. DATED (SEE ITEM 11)

10/01/2003

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

72AH11, 014368.05.05.01, ECX22007D

Net Increase:

\$127,000.00

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add  
incremental funding in the amount of \$127,000 as follows:

(Continued on Page 2)

Continuation to Block 13B from above:

& Limitation of Funds 52.232.22 (Apr 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on 01/26/2007 between Dianne Flowers, MEI, and Contracting Officer Alice Pursell, NASA/JSC.

MEI POC, Dianne Flowers PH: 281-283-6002 FAX: 281-283-6162

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Alice J. Pursell

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

Previous edition unusable

Clause B.2 Contracting Funding (NASA 18-52.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

"B.5 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$19,556,639.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through March 30, 2007.

Estimated Cost			
Maximum Award			
Fee			
Total	\$20,511,684.47	\$127,000.00	\$20,638,684.47

For Administrative Purposes Only:

Contract Value	\$26,431,220.00
Estimated Cost	<u>\$1,580,261.00</u>
Maximum Award	
Fee	\$28,011,481.00
Total	

Purchase Request No.	
4200186321 (Y)	\$127,000.00

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

51

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Page 2

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center  
Attn: Kirby Condron, BJ4  
2101 NASA Parkway  
Houston TX 77058-3696

NASA/Johnson Space Center  
Attn: Kirby Condron, BJ4  
2101 NASA Parkway  
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MEI TECHNOLOGIES INC  
Attn: NONE SPECIFIED  
2525 BAY AREA BLVD STE 300  
HOUSTON TX 77058-2598

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-03059

10B. DATED (SEE ITEM 11)

10/01/2003

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
- ☐ is extended. ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

72AH11, 014638.05.05.01, ECX22007D

Net Increase:

\$200,000.00

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to (1) add incremental funding in the amount of \$200,000 and (2) to reflect a change to key personnel in contract clause H.4 by replacing follows:

(Continued on Page 2)

Continuation to Block 13B above:

"& Limitation of Funds 52.232.22 (Apr 1984) as modified by NFS 1832.232-81. Date for estimated period of performance agreed to via e-mail on 02/28/2007 between Dianne Flowers, MEI, and Contracting Officer Alice Pursell, NASA/JSC.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Alice J. Pursell

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

15C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NAS9-03059/51

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR  
MEI TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	MEI POC, Dianne Flowers PH: 281-283-6002 FAX: 281-283-6162				

Clause B.2 Contracting Funding (NFS 1852.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

**B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$19,756,639.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through April 13, 2007.

	<i>Prior Funding</i>	<i>This Modification</i>	<i>Total</i>
Estimated Cost			
Maximum Award			
Fee			
Total	\$20,638,684.47	\$200,000.00	\$20,838,684.47

For Administrative Purposes Only:

Contract Value	\$26,431,220.00
Estimated Cost	<u>\$1,580,261.00</u>
Maximum Award	
Fee	\$28,011,481.00
Total	

Purchase Request No.	
4200190947 (Y)	\$200,000.00

Clause H.4 Key Personnel and Facilities (NFS 1852.235-71) (June 1990) is hereby deleted in its entirety and replaced by the following:

**H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71)(MAR 1989)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 6

2. AMENDMENT/MODIFICATION NO.

52

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (if other than Item 6)

CODE

JSC

NASA/Johnson Space Center  
Attn: Kirby Condron/BJ4  
2101 NASA Parkway  
Houston TX 77058-3696

NASA/Johnson Space Center  
Attn: Kirby Condron, BJ4  
2101 NASA Parkway  
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MEI TECHNOLOGIES INC  
Attn: NONE SPECIFIED  
2525 BAY AREA BLVD STE 300  
HOUSTON TX 77058-2598

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS9-03059

10B. DATED (SEE ITEM 11)

10/01/2003

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

72AH11, 014638.05.05.01, EXCX22007D

Net Increase:

\$1,775,975.00

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is (1) to add incremental funding in the amount of \$1,775,975 as follows and (2) to insert into the contract the replacement page for H.4 Key Personnel pursuant to recent personnel changes as referenced in Modification 51.

(Continued on Page 2)

Continuation to Block 13B above:

"& Limitation of Funds 52.232.22 (Apr 1984) as modified by NFS 1832.232-81. Date for the estimated period of performance agreed to via e-mail on 03/20/2007 between Dianne Flowers, MEI, and Contracting Officer Alice Pursell, NASA/JSC.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Alice J. Pursell

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NAS9-03059/52

PAGE

OF

2

6

NAME OF OFFEROR OR CONTRACTOR

MEI TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	MEI POC, Dianne Flowers PH: 281-283-6002 FAX: 281-283-6162				

Clause B.2 Contracting Funding (NFS 1852.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

**B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$21,532,614.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through July 19, 2007.

Estimated Cost			
Maximum Award			
Fee			
Total	\$20,838,684.47	\$1,775,975.00	\$22,614,659.47

For Administrative Purposes Only:	
Contract Value	\$26,431,220.00
Estimated Cost	<u>\$1,580,261.00</u>
Maximum Award	
Fee	\$28,011,481.00
Total	

Purchase Request No.	
4200193426 (Y)	\$1,637,765.00
4200192257 (Y)	\$138,210.00

Clause H.4 Key Personnel and Facilities (NFS 1852.235-71) (June 1990) is hereby deleted in its entirety and reinserted with a replacement page that states the following:

**H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71)(MAR 1989)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

SF30 cont'd  
Contract NAS9-03059  
Modification 52  
Page 5 of 6

**(Contract Replacement Page)**

conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

**H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71)(MAR 1989)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(END OF CLAUSE)

**H.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90)(SEP 1988)**

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's proposal RFP 9-BJ-V63-03-01P dated 07/18/2003, by reference, with the same force and effect as if it were given in full text.

(End of clause)

**H.6 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)**

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the

SF30 cont'd

Contract NAS9-03059

Modification 52

Page 6 of 6

information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000053		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
6. ISSUED BY NASA/Johnson Space Center Attn: Kirby Condron/BJ4 2101 NASA Parkway P: 281-483-4193 f: 281-483-4173 Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (if applicable)	
		7. ADMINISTERED BY (if other than Item 6) NASA/Johnson Space Center Attn: Kirby Condron/BJ4 2101 NASA Parkway P: 281-483-4193 f: 281-483-4173 Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MEI TECHNOLOGIES INC Attn: NONE SPECIFIED 2525 BAY AREA BLVD STE 300 HOUSTON TX 77058-2598		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059	
				10B. DATED (SEE ITEM 11) 10/01/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) EXCX22007D/401769.06.06.04.01 Net Increase: \$516,325.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is (1) to deobligate \$101,175 from the ISS TSO - PR 4200193426 - and (2) to add incremental funding in the amount of \$617,500 as follows:

(Continued on Page 2)

Continuation of Block 13B above:

"& Limitation of Funds 52.232.22 (Apr 1984) as modified by the NFS 1832.232-81. Date for the estimated period of performance agreed to via e-mail on 04/24/2007 between Dianne Flowers, MEI, and Contracting Officer Alice Pursell, NASA/JSC.

MEI POC Dianne Flowers PH: 281-283-6002 FAX: 281-283-6162

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Dianne Flowers, MEI Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice J. Pursell	
15B. CONTRACTOR/OFFEROR <i>Dianne Flowers</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA <i>Alice J. Pursell</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 4/24/07		16C. DATE SIGNED 4/24/07	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Clause B.2 Contracting Funding (NFS 1852.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

**B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$22,048,939.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through August 15, 2007.

Estimated Cost			
Maximum Award			
Fee			
Total	\$22,614,659.47	\$516,325.00	\$23,130,984.47

For Administrative Purposes Only:

Contract Value	\$26,431,220.00
Estimated Cost	<u>\$1,580,261.00</u>
Maximum Award	
Fee	\$28,011,481.00
Total	

Purchase Request No.	
4200198565 (Y)	\$617,500.00
De-obligation of	
TSO ISS	
4200193426	<u>\$101,175.00</u>
Net Increase	\$516,325.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000054	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Kirby Condrón/BJ4 2101 NASA Parkway p: 281-483-4193 f: 281-483-4173 Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Kirby Condrón/BJ4 2101 NASA Parkway p: 281-483-4193 f: 281-483-4173 Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MEI TECHNOLOGIES INC Attn: NONE SPECIFIED 2525 BAY AREA BLVD STE 300 HOUSTON TX 77058-2598		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-03059 10B. DATED (SEE ITEM 11) 10/01/2003	
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) EXCX22007D/401769.06.06.04.01		Net Decrease: - \$235,850.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
	D. OTHER (Specify type of modification and authority)		

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to deobligate funds in the amount of \$235,850.


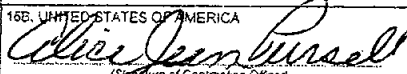
(Continued on Page 2)

Continuation of Block 13B above:

"A Limitation of Funds 52.232-22 (Apr 1984) as modified by NFS 1832.232-81. Date for the estimated period of performance agreed to via e-mail on 05/07/07 between Linda Slaman, MEI, and Contracting Officer Alice Pursell, NASA/JSC.

MEI POC Linda Slaman: 281-283-6155, 281-283-6162

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Linda Slaman, Contract Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice J. Pursell
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 5/9/07	16C. DATE SIGNED 5/10/07

NSN 540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-63)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Clause B.2 Contracting Funding (NFS 1852.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

**B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$21,813,089.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through August 3, 2007.

Estimated Cost			
Maximum Award			
Fee			
Total	\$23,130,984.47	\$(235,850.00)	\$22,895,134.47

For Administrative Purposes Only:	
Contract Value	\$26,431,220.00
Estimated Cost	<u>\$1,580,261.00</u>
Maximum Award	
Fee	\$28,011,481.00
Total	

Purchase Request No.	
De-obligation of	
4200172803, ALI	
#95	\$5,748.11
De-obligation of	
4200193426, ALI	
#116	<u>\$230,101.89</u>
Net Decrease	\$235,850.00

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT I D CODE PAGE OF PAGES

1 1

2. AMENDMENT MOD NO.

55

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

N/A

5. PROJECT NO

NASA/Johnson Space Center  
Institutional Procurement Office  
Attn: Kirby Condron/BJ4  
Houston, TX 77058-3696

CODE

7. ADMINISTERED BY

CODE

EARNED AWARD FEE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)

MEI Technologies, Inc. Attn: Linda Slaman  
2525 Bay Area Blvd., Suite 300  
One Corporate Plaza  
Houston, TX 77058-3696

(9) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

(10) 10A. MOD. OF CONTRACT/ORDER No

CODE

FACILITY CODE

X 10B. DATED (SEE ITEM 13)

10/1/03

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;

(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or

(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Financial Management

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☒ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor ☒ (or ☐ not) required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER

Alice J. Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

5/29/07

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

000056

See Block 16C

4200204438

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (if other than item 6)

CODE

JSC

NASA/Johnson Space Center

Attn: Kirby Condron/B34

2101 NASA Parkway

p: 281-483-4193 f: 281-483-4173

Houston TX 77058-3696

NASA/Johnson Space Center

Attn: Kirby Condron/B34

2101 NASA Parkway

p: 281-483-4193 f: 281-483-4173

Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (incl. street, county, State and ZIP Code)

MEI TECHNOLOGIES INC

Attn: NONE SPECIFIED

2536 BAY AREA BLVD STE 300

HOUSTON TX 77058-2598

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

(x) 10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS9-03059

10B DATED (SEE ITEM 11)

CODE

FACILITY CODE

10/01/2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you decide to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

\$949,697.00

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to add incremental funding in the amount of \$949,697 as follows:

(Continued on Page 2)

Continuation of Block 13B above:

"& Limitation of Funds 52.232-22 (Apr 1984) as modified by the NFS 1832.232-81. Date for the estimated period of performance agreed to via e-mail on June 6, 2007, between Linda Slaman, MEIT, and Contracting Officer Alice Pursell, NASA/JSC.

MEIT POC: Linda Slaman PH - 281-283-6155 FAX - 281-283-6162

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Alice J. Pursell

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-9070

Previous edition unusable

STANDARD FORM 30 (REV. 10-82)  
Prescribed by GSA  
FAR (48 CFR) 53.140

Clause B.2 Contracting Funding (NFS 1852.232-81) (June 1990) is hereby deleted in its entirety and replaced by the following:

**B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$22,762,786.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through September 24, 2007.

Estimated Cost

Maximum Award

Fee

Total	\$22,895,134.47	\$949,697.00	\$23,844,831.47
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For Administrative Purposes Only:

Contract Value	\$26,431,220.00
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Estimated Cost	<u>\$1,580,261.00</u>
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Maximum Award	
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Fee	\$28,011,481.00
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Total	
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Purchase Request No.

Obligation of

4200204438 (Y)	<u>\$949,697.00</u>
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Net Increase	\$949,697.00
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## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

000057

3. EFFECTIVE DATE

See Block 14C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (Applicable)

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than item 6)

CODE

JSC

NASA/Johnson Space Center

Attn: Kirby Condron/BJ4

2101 NASA Parkway

p: 281-483-4193 f: 281-483-4173

Houston TX 77058-3696

NASA/Johnson Space Center

Attn: Kirby Condron/BJ4

2101 NASA Parkway

p: 281-483-4193 f: 281-483-4173

Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (A: street, county, State and ZIP Code)

MEI TECHNOLOGIES INC

Attn: NONE SPECIFIED

2525 BAY AREA BLVD STE 300

HOUSTON TX 77058-2598

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT ORDER NO.  
NAS9-C3C59

10B. DATED (SEE ITEM 11)

10/01/2003

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

\$1,003,253.00

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add incremental funding in the amount of \$1,003,253.00 as follows:

(Continued on Page 2)

Continuation of Block 13B above:

"& Limitation of Funds 52.232-22 (Apr 1984) as modified by the NFS 1932.232-81. Date for the estimated period of performance agreed to via e-mail on July 17, 2007, between Linda Slaman, MEIT, and the NASA/JSC Contracting Officer.

MEIT POC: Linda Slaman PH - 281-293-6155 FAX - 281-293-6162

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Rose Herrera

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-150-8070

Previous edition unusable

STANDARD FORM 60 (REV. 10-80)

Prescribed by GSA

FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NAS9-03059/000057

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
 MET TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NASA/JSC COTR: Dan Clem PH - 281-463-4272				

Clause B.2 Contracting Funding (NFS 1852.232-81) (JUN 1990) is hereby deleted in its entirety and replaced by the following:

**B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$23,766,039.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through September 30, 2007.

Estimated Cost			
Maximum Award			
Fee			
Total	\$23,844,831.47	\$1,003,253.00	\$24,848,084.47

For Administrative Purposes Only:	
Contract Value	\$26,431,220.00
Estimated Cost	<u>\$1,580,261.00</u>
Maximum Award	
Fee	\$28,011,481.00
Total	

Purchase Request No.	
Obligation of	
4200210539 (Y)	<u>\$1,003,253.00</u>
Net Increase	\$1,003,253.00

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO

3 EFFECTIVE DATE

4 REQUISITION/PURCHASE REQ NO

5 PROJECT NO (if applicable)

000000

See Block 16C

4200216116

6 ISSUED BY

CODE

USC

7 ADMINISTERED BY (other than item 6)

CODE

USC

NASA/Johnson Space Center

NASA/Johnson Space Center

Attn: Kirby Condron/BC4

Attn: Kirby Condron/BC4

2101 NASA Parkway

2101 NASA Parkway

p: 281-483-4193 f: 281-483-4173

p: 281-483-4193 f: 281-483-4173

Houston TX 77058-3696

Houston TX 77058-3696

8 NAME AND ADDRESS OF CONTRACTOR (if applicable, see item 27) (if not applicable, see item 27)

9A AMENDMENT OF SOLICITATION NO

MEI TECHNOLOGIES INC

9B DATED (SEE ITEM 11)

Attn: NONE SPECIFIED

2525 BAY AREA BLVD STE 300

9C MODIFICATION OF CONTRACT ORDER NO

HOUSTON TX 77058-3598

NAS9-03059

CODE

FACILITY CODE

10B DATED (SEE ITEM 11)

10/01/2003

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

\$281,428.00

72NA11/325288.01.05.01/BSAX22007D

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority); THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation, contract subject matter where feasible)

The purpose of this modification is to add incremental funding in the amount of \$281,428 as follows:

(Continued on Page 2)

Continuation of Block 11B above:

19 Limitation of Funds 52.232-22 (Apr 1964) as modified by the NFS 1832.232-81. Date for the estimated period of performance agreed to via e-mail on August 14, 2003, between Linda Slaman, MEIT, and Contracting Officer Stacy Holden, NASA/USC.

MEIT POC: Linda Slaman PH - 281-263-6155 FAX - 281-263-6162

Except as provided herein, the terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)

15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Stacy Holden

15B CONTRACTOR OFFEROR

15C DATE SIGNED

15B UNITED STATES OF AMERICA

15C DATE SIGNED

NEN 7540-104-52-8070

Previous edition unusable

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR 101-11.6

Clause B.2 Contracting Funding (NFS 1852.232-81) (JUN 1990) is hereby deleted in its entirety and replaced by the following:

**B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$24,047,467.47. This allotment is for the Safety and Fire Services and covers the following estimated period of performance: October 1, 2003 through September 30, 2007.

Estimated Cost			
Maximum Award			
Fee			
Total	\$24,848,084.47	\$281,428.00	\$25,129,512.47

For Administrative Purposes Only:	
Contract Value	\$26,431,220.00
Estimated Cost	<u>\$1,580,261.00</u>
Maximum Award	
Fee	\$28,011,481.00
Total	

Purchase Request No.	
Obligation of	
4200216118 (Y)	<u>\$281,428.00</u>
Net Increase	\$281,428.00